

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

July 28, 2015

4:30 P.M. – Open Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, 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

D. OPENING CEREMONIES – 4:30 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT**: Resolution Commending Vickie Swainson for 31 Years of Outstanding Service to the City of Oxnard. (001)

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.

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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 Attorney Department

1. SUBJECT: Attorney Services Agreement for Special Counsel for Mladen Buntich Construction Company Litigation. (003)

RECOMMENDATION: Approve and authorize the Mayor to execute an Attorney Services Agreement ("Agreement") in a sum not to exceed \$500,000 with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") (A-7795) for services relating to litigation with Mladen Buntich Construction Company.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for May 12 and 19, 2015. (029)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (041)

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

4. SUBJECT: Second Reading of **Ordinance No. 2892** of the City Council of the City of Oxnard adding Section 14-80 of Article XXIV to the Municipal Code relating to expedited permitting procedures for small residential rooftop solar systems. (045)

RECOMMENDATION: Second reading and adoption.

Legislative Body: CC

Contact: Kathleen Mallory

Phone: 385-8370

5. SUBJECT: Second Reading of **Ordinance No. 2893** Amending Chapter 19, Article III, Section 220 of the Oxnard City Code Relating to Waiver of Encroachment and Inspection Fees for Replacement of Parkway Turf. (051)

RECOMMENDATION: Second reading and adoption.

Legislative Body: CC

Contact: Chris Williamson

Phone: 385-8156

6. SUBJECT: Planning & Zoning Permit No. 05-300-8 (Final Map for Phase 1 of Tract No. 5592-01) to Subdivide 37.5-acres of the 90.26 acres of Tract 5592 for Property Located at the Northeast Corner of West Fifth Street and Harbor Boulevard. Filed by John Mellon with MPL Property Holdings, LLC. (055)

RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 05-300-08 (Final Map for Phase 1 of Tract No. 5592-01), for property located at the northeast corner of Harbor Boulevard and West Fifth Street.

Legislative Body: CC

Contact: Juan Martinez

Phone: 385-7556

Police Department

7. SUBJECT: Approval of Agreements with participants in the Oxnard Police Tow Program. (109)

RECOMMENDATION: Authorize the City Manager to sign agreements for Towing Services with the participants in the Oxnard Police Garage program: Airport Towing (A-7799), Bob's Towing (A-7800), McCarty and Sons Towing (A-7801), McCulloch Towing (A-7802), Nachos Towing (A-7803), Owl Towing (A-7804), Oxnard Towing (A-7805) and Payless Towing (A-7806).

Legislative Body: CC

Contact: Randy Latimer

Phone: 385-7619

J. PUBLIC HEARINGS – 6: 15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit (PZ) Nos. 11-300-07 (Tentative Subdivision Map for Tract No. 5745); 13-670-01 (First Amendment to Development Agreement Amendment); and Certification of Final Supplemental Environmental Impact Report (SEIR) No. 2014-01 for property bounded by Highway 101, Oxnard Boulevard, Union Pacific Railroad and North Ventura Road, commonly referred to as Wagon Wheel and/or The Village. Filed by Oakwood Communities, Inc., 64 Maxwell, Irvine, California 92618. (287)

RECOMMENDATION: 1) Adopt a resolution certifying Supplemental Environmental Impact Report (SEIR) No. 2014-01 for Tentative Subdivision Map for Tract No. 5745; 2) Adopt a resolution approving Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745), subject to certain findings and conditions; and 3) Approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement A-7122) for the Village Specific Plan.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

K. APPOINTMENT ITEMS

July 28, 2015

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L. REPORTS

City Manager Department

1. SUBJECT: License Agreement for Temporary Storage of Parking New Automobiles at Del Norte. (553)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a month-to-month License Agreement for up to a one year period with Global Auto Processing Services, Incorporated (GAPS) (A-7818) for the temporary storage of new automobiles on a City vacant lot at the southeast corner of Del Norte Boulevard and Fifth Street next to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a budget appropriation recognizing revenue from permit fees for the temporary storage of parking new automobiles by GAPS in the amount of \$203,040 to the Environmental Resources Operating Fund.

Legislative Body: CC

Contact: Martin Erickson

Phone: 385-7430

Utilities Department

2. SUBJECT: Agreement with Calleguas Municipal Water District for Construction and Use of Salinity Management Pipeline Temporary Discharge Service Connection for City of Oxnard. (569)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Calleguas Municipal Water District (A-7814) for use of the Salinity Management Pipeline as a recycled water conveyance distribution system to agricultural users on the Oxnard Plain.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: Agreement with the County of Ventura for the Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant for the Groundwater Replenishment and Reuse Project. (705)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant Agreement for the Groundwater Replenishment and Reuse Project (A-7813) in the amount of \$1,730,050; and 2) Approve a budget appropriation in the amount of \$1,730,050, recognizing the grant award of \$1,109,250 and providing matching funds from the Water Operating Fund Balance in the amount of \$620,800 to the GREAT ASR Well Project 116505.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Approval of Responsible Responsive Bid and Authorization to Issue and Execute a Contract for UD15-09- South Bank Neighborhood Street Resurfacing Project. (785)

RECOMMENDATION: Award contract to the responsible and responsive bidder, All American Asphalt, (A-7812) in the amount of \$911,020 for UD15-South Bank Neighborhood Street Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

5. SUBJECT: First Amendment to Agreement for Professional Services with Prousys, Inc. for Supervisory Control and Data Acquisition Systems Support Services for the Water, Wastewater and Recycled Water Systems. (843)

RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to Agreement with Prousys, Inc. (A-7612) increasing the contract amount from \$600,000 to a total not to exceed amount of \$900,000, for three years of Supervisory Control and Data Acquisition (SCADA) systems support services for the Water, Wastewater and Recycled Water Systems.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: Agreement for Consulting Services with AECOM Technical Services, Inc. for the Wastewater Treatment Plant Improvements Design Project. (857)

RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement for Consulting Services with AECOM Technical Services, Inc. (A-7815) in the amount of \$218,475 for the Wastewater Treatment Plant Improvements Design Project Initial Phase.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

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.

1. SUBJECT: Verbal Report of Implementation Action Plan Agreements.

RECOMMENDATION: Receive the report on an agreement with NBS in the amount of \$100,000 for landscape maintenance district analysis executed by the City Manager pursuant to the authority delegated through City Council Resolution No. 14,743.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

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

Utilities Department

1. SUBJECT: Verbal Presentation of Utilities Rate Options.

RECOMMENDATION: Receive the Report and provide staff with direction on the rate setting process.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

T. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FOR
VICTORIA SWAINSON FOR OVER THIRTY ONE YEARS OF EXEMPLARY
SERVICE TO THE ENVIRONMENTAL RESOURCES DIVISION

WHEREAS, Victoria Swainson has given 31 years and 9 months of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Victoria Swainson began her career with the City of Oxnard as an Office Clerk in the Refuse Division on October 31, 1983, being fingerprinted by a green m & m; and sworn in by a Hershey's Kiss; and

WHEREAS, Victoria Swainson was promoted to Administrative Secretary I on March 13, 1985; Administrative Secretary II on April 7, 1986; and Administrative Secretary III on March 28, 1992; and

WHEREAS, Victoria Swainson was honored as the City's Employee of the Quarter for the third quarter, 1997-98 and received a commendation from Assemblyman Nao Takasugi; and

WHEREAS, Victoria Swainson has served as Secretary to every Environmental Resources Division Manager beginning with John Zaragoza's administration through Todd Housley's; and

WHEREAS, Victoria Swainson exemplifies the best in public service and will be truly missed by her co-workers and friends at the City of Oxnard for her loyal dedication and encouraging spirit.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend Victoria Swainson for 31 years and 9 months of exemplary service to the City of Oxnard and extends best wishes for success in all of her future endeavors.

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

AYES:

NOES:

ABSENT:

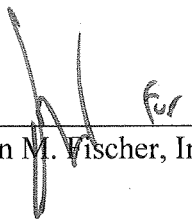
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

 for

Stephen M. Fischer, Interim City Attorney

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

Prepared By: Stephen M. Fischer, Interim City Attorney

Agenda Item No. I-1Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: July 7, 2015

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney
City Attorney SUBJECT: Attorney Services Agreement for Special Counsel for Mladen Buntich
Construction Company Litigation**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an Attorney Services Agreement ("Agreement") in a sum not to exceed \$500,000 with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") (Agreement No. A-7795) for services relating to litigation with Mladen Buntich Construction Company.

DISCUSSION

Agreement No. A-7795 is for the provision of legal services by special counsel in a dispute that arises out of the construction of the Hueneme Road Recycled Water Pipeline project. Mladen Buntich was the low bidder at \$5,695,000, and the project duration was for a six month construction. A Notice to Proceed was issued December 3, 2012, making the completion date June 3, 2013. In addition to the original contract amount, the City approved and paid an additional \$815,952.87 in change orders, minus retention. On October 20, 2014, Mladen Buntich presented the City with an additional claim of \$5,273,748.51 for alleged damages and costs arising out of a multitude of issues during the construction of the project. The claim was rejected by the City's project management team and Mladen Buntich presented a Government Code Claim for the same amount, which the City has rejected. Mladen Buntich has filed a lawsuit to pursue its alleged damages.

FINANCIAL IMPACT

The agreement will be funded from Legal Services account (account no.601-6012-842-8204) from Water Operating Fund. Sufficient funds have been budgeted in FY2015-2016 to cover cost of contract.

Attachment #1 – Agreement for Attorney Services – Agreement No. A-7795

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc., engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services described as in Exhibit A attached hereto and incorporated herein by this reference.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Richard Mah shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Special Counsel from rendering any services for Special Counsel's own account or to any other person or entity as Special Counsel in its sole discretion shall determine. Special Counsel agrees that performing such services will not materially interfere with services to be performed for the City.

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

Special Counsel, at Special Counsel's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on July 1, 2015, and expire on July 1, 2017.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$500,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Richard Mah	\$325
Wahid Guirguis	\$288
Kathlynn Smith	\$288
Lisa Lawrence	\$255
Victoria Ianni	\$225
Jennifer Tung	\$225

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
Consultant fees
Copying and printing services fees

Court reporting services fees
Expert fees
Extraordinary in-house copying costs
Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night
Witness fees - State court \$35.00 + statutory mileage
Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit B, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel 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 Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel'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.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Richard Mah
Kathlynn Smith
Victoria Ianni

Wahid Guirguis
Lisa Lawrence
Jennifer Tung

b. This list of approved attorneys may be altered by a writing signed by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Special Counsel under this Agreement shall be confidential and shall not be made available to any third person or organization by Special Counsel without prior written approval of the City Attorney.

17. Indemnity

Special Counsel agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel'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 Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

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

b. Special Counsel shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

19. Independent Contractor

a. City and Special Counsel agree that in the performance of the services, Special Counsel shall be, and is, an independent contractor, and that Special Counsel and its employees are not employees of City. Special Counsel has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Special Counsel.

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Special Counsel acknowledges that Special Counsel and Special Counsel's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

ATTACHMENT NO. 1
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22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Special Counsel agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

Special Counsel and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. Covenants and Conditions

Special Counsel and City agree that each term and each provision of this Agreement to be performed by Special Counsel shall be construed to be both a covenant and a condition.

26. Governing Law

The City Attorney and Special Counsel agree that the construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California.

27. Compliance with Law

Special Counsel agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

City Attorney and Special Counsel agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

City and Special Counsel agree that no waiver of a breach of any provision of this Agreement by either Special Counsel or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Special Counsel to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

30. Counterparts

City and Special Counsel agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. Arbitration

Special Counsel and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

32. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of the City.

b. Special Counsel acknowledges that the person executing this Agreement has been duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Hunt Ortmann Palffy Nieves Darling & Mah, Inc., 301 North Lake Avenue, 7th Floor, Pasadena, California 91101-1801, Attention: Richard Mah.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney Office, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

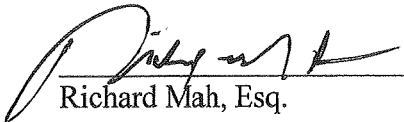
35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor



Richard Mah, Esq.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



Risk Manager

APPROVED AS TO FORM & CONTENT



Stephen M. Fischer, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Represent the City in litigation in the Mladen Buntich v. City of Oxnard dispute, which arises out of the construction of the Hueneme Road Recycled Water Pipeline project.

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Stephen M. Fischer
Interim City Attorney
Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Invoice No.

Client/Matter No:
Re:

For Professional Services Rendered Through **//****
Summary of Fees and Costs**

Total Fees	\$*****
Total Costs	<u>\$*****</u>
Total Charges	<u>\$*****</u>

EXHIBIT B
Page 1

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Stephen M. Fischer
Interim City Attorney
Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Invoice No.

Client/Matter No:
Re:

For Professional Services Rendered Through **//******

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 1/10s of an hour Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/___ to 6/30/___)	\$ _____
FY to Date Costs (7/1/___ to 6/30/___)	\$ _____
Case to Date Fees	\$ _____
Case to Date Costs	\$ _____

EXHIBIT B
Page 2

Privileged and Confidential – Do not store with publicly accessible documents

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
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

ATTACHMENT NO. 1
PAGE 15 OF 24

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		☐ 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 _____	



CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: JH

DATE (MM/DD/YYYY)

05/18/2015

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
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Susan B. Kilano

CONTACT NAME: Susan B. Kilano**PHONE**
(A/C, No, Ext): 858-571-9030**FAX**
(A/C, No): 858-571-9010**E-MAIL ADDRESS:** skilano@aherninsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** First Specialty Insurance Corp**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:**

INSURED
Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 N. Lake Ave. 7th Floor
Pasadena, CA 91101

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Claims Made			FNA337999000903	04/15/2015	04/15/2016	PER CLAIM 2,000,000
	Lawyers Prof Liab						AGGREGATE 4,000,000

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

Deductible: \$100,000 per claim

CERTIFICATE HOLDER

CANCELLATION

CITYOXN

City of Oxnard
Risk Manager
Reference No. A-7839
300 W. Third Street, #302
Oxnard, CA 93030

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

Susan B. Kilano

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CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: SJ

DATE (MM/DD/YYYY)

05/18/2015

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 Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kelley L. Milks, CIC CRM RPLU		CONTACT NAME: Kelley Milks PHONE (A/C, No, Ext): 858-571-9030 FAX (A/C, No): 858-571-9010 E-MAIL ADDRESS: kmilks@aherninsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Vigilant Insurance Company	
		INSURER B: Federal Insurance Company	
		INSURER C: Preferred Employers Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	35867986	04/15/2015	04/15/2016	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
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	73546504	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$		79860088	04/15/2015	04/15/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WKN158390-1	04/15/2015	04/15/2016	☒ PER STATUTE ☐ OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard, its City Council, officers, employees and volunteers are named as additional insured.

* 10 Day notice of cancellation applies in case of non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
Reference A-7839
300 W Third Street #302
Oxnard, CA 93030

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 (2014/01)

The ACORD name and logo are registered marks of ACORD

ATTACHMENT NO. 1

Liability Insurance

Endorsement

Policy Period APRIL 15, 2015 TO APRIL 15, 2016
Effective Date APRIL 15, 2015
Policy Number 3586-79-86 WCE
Insured HUNT ORTMANN PALFFY NIEVES DARLING & MAH
INC
Name of Company VIGILANT INSURANCE COMPANY
Date Issued JANUARY 27, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

POLICY NUMBER: (12)7354-65-04

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. A-7839
300 W. THIRD STREET, SUITE 302
OXNARD, CA 93030

THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS INSURED WITH REGARD TO LIABILITY AND DEFENSE OF SUITS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NOT CONTRIBUTING TO OR IN EXCESS OF ANY EXISTING CITY INSURANCE OR SELF INSURANCE COVERAGES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Liability Insurance

Endorsement

Policy Period APRIL 15, 2015 TO APRIL 15, 2016
Effective Date APRIL 15, 2015
Policy Number 3586-79-86 WCE
Insured HUNT ORTMANN PALFFY NIEVES DARLING & MAH

INC

Name of Company VIGILANT INSURANCE COMPANY
Date Issued JANUARY 27, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



Reference Copy

Liability Insurance

Conditions - Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization last page

Form 80-02-2653 (Rev. 7-09)

Endorsement

Page 1

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



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 determined by multiplying the California workers' compensation premium due on such remuneration by the factor flat fee.

Schedule

Person or Organization

City of Oxnard, its City Council, officers, employees and
volunteers
c/o Risk Manager Reference A-7839
300 W Third Street #302
Oxnard, CA 93030

Job Description

Re: Insured's Client - providing legal services

This endorsement is subject to a minimum premium charge of \$100

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: WKN158390-1
issued to Hunt Ortmann Palfy Nieves Darling & Mah, Inc.
shall be valid and shall form part of referenced policy. The effective date of this endorsement is

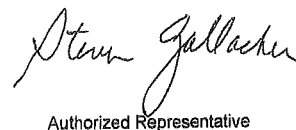
at 12:01 A.M.

Date Issued: 05/19/2015

Endorsement No.:

Producer Number: 55000

Agency Name: AHERN INSURANCE BROKERAGE


Authorized Representative

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 12, 2015

AGENDA ITEM NO.

I-2

A. ROLL CALL/POSTING OF AGENDA

At 5:23 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from: Martin Jones.

C. CLOSED SESSION

At 5:26 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard v. Dale Belcher, et al., Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA.

At 5:59 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Pro Tem Ramirez presided. Additional staff members present were: Jeri Williams, Police Chief; J. Tobin Coscio, Human Resources Director; David Millican, Finance Director; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Lou Balderrama, City Engineer; Terrel Harrison, Recreation Supervisor/PAL Co-Director and Kymberly Horner, Redevelopment Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 11, 2015, as Women's Lung Health Week.
DISCUSSION: Mayor Pro Tem Ramirez commented on the proclamation.
2. SUBJECT: Presentation of Certificates of Appreciation to the City of Oxnard and Staff for Support of Second Annual "Celebrating Children's Day" Event.
DISCUSSION: Comments were received from Leo Alvarez, Jane Lemont Alvarez and Pauline Daerr regarding the event.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Martin Jones; Roland Handy; Armando Vazquez; Jane Alvarez; Greg Runyon; Dan Pinedo and Al Velasquez.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Engineer (S-1(a)) and Recreation Supervisor/PAL Co-Director; (S-1(b)).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA**I. INFORMATION/CONSENT AGENDA****City Manager Department**

1. **SUBJECT:** Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Development Services Department

2. **SUBJECT:** Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862). Filed by Raul Orozco, Strawberry Fields Estates, LLC, 312 Camarillo Drive, Camarillo, California 93010. (005)
RECOMMENDATION: Adopt **Resolution No. 14,742** approving Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) for the property located at 1041, 1051, 1061, and 1071 Oneida Court (APN: 181-0-191-275), subject to certain findings and conditions.
3. **SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for DS14-21 Bus Pullouts at Esplanade Drive. (051)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Berry General Engineering Contractors, Inc. (A-7774) in the amount of \$255,465.10 for bus pullouts at Esplanade Drive and sidewalk improvements at Wagon Wheel Road, and authorize the purchasing agent to execute the contract upon receipt of final documents.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.
(MacDonald/Padilla) Ayes: MacDonald, Padilla, Perello and Ramirez. Absent: Flynn.

At 6:46 p.m., Mayor Flynn was present and presided.

J. PUBLIC HEARINGS**General Services Department**

1. **SUBJECT:** Levy of 2015-2016 Assessments in Mandalay Beach Maintenance District.
RECOMMENDATION: Continue to May 19, 2015.
ACTION: Moved to continue to future date. (Ramirez/Perello). Ayes: Padilla, Perello, Flynn Ramirez and MacDonald.

K. APPOINTMENT ITEMSL. REPORTSCity Treasurer Department

1. SUBJECT: Quarterly Investment Report for the Third Quarter Fiscal Year 2014-2015. (089)
RECOMMENDATION: Accept the Quarterly Investment Report for the Third Quarter Fiscal Year 2014-2015
ACTION: The City Council provided comments and directions to staff.

General Services Department

2. SUBJECT: Blanket Purchase Order to Extend Agreement with Shell Fleet Card Services for Gas Station Fuel and Car Wash Service for Fiscal Year 2015-16. (097)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 5334) to extend the agreement a fourth year of a possible five-year agreement with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2015, to June 30, 2016, in an amount not to exceed \$3,000,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.
DISCUSSION: The General Services Manager reviewed the fuel contract, future use of cleaner vehicles and working with other agencies to get best price.

Public comments were received from: Larry Stein and George Miller.

The City Council discussed the use of "clean fuel" vehicles and having partnerships with other agencies.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

3. SUBJECT: Approval of Low Responsible Responsive Bid and Authorization to Issue and Execute a Contract for GS15-23 Oxnard Beach Park Parking - Lot Improvements Project. (103)
RECOMMENDATION: Award contract to the low responsive bidder, Torres Construction Corp., (A-7773) in the amount of \$195,280 for GS15-23 for Oxnard Beach Park to make repairs and resurface three (3) parking lot areas, install new electrically operated gate at the maintenance area, install three (3) permit parking ticket machines and authorize the purchasing agent to execute the contract upon receipt of final documents.
DISCUSSION: The General Services Manager commented on schedule to make repairs and improvements including walking path.

Public comments were received from: Jim Milstead, Martin Jones and Al Velasquez.

The City Council provided comments on several issues including wheel chair accessibility, collection of parking fees and improvements to parking lot.

ACTION: Approved as recommended. (Ramirez/Padilla). Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

Community Development Department

4. SUBJECT: Third Amendment to Agreement with the Oxnard Downtown Management District Inc. for Downtown Services. (131)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Third Amendment to Agreement No. 4192-07-CD between the City of Oxnard and the Oxnard Downtown Management District Inc., to extend the Agreement to December 31, 2019 and 2) Approve and authorize a Budget Appropriation in the amount of \$107,699 from General Fund Operating Reserves to fund the City's assessment levied by the Oxnard Downtown Management District to pay its Property-Based Business Improvement District Assessment for Fiscal Year 2014-2015.

DISCUSSION: The Redevelopment Services Manager outlined past actions of the Council and requested approval for payment of assessments.

The Interim City Attorney commented on past action of the Council regarding payment of assessment fee.

The City Manager commented on the past action of the City Council to "invest" in the downtown.

Abel Magana reviewed the downtown management plan including beautification projects, public arts projects, raising of "private" funding and downtown management budget.

Public comment was received from: Al Velasquez

The City Council discussed: reasons for the requested payment; services provided by Downtown Management District, fee terms agreed to and use of General Fund Reserves.

ACTION: Approved as recommended. (Ramirez/Padilla). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

Utilities Department

5. SUBJECT: Second Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment. (179)

RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with KEH & Associates, Inc., (A-7672) for Wastewater and Stormwater Operations, Management and Assessment in the amount of \$1,389,699 to bring the total agreement amount to \$4,537,241 for the provision of Phase 1 and Phase 2 services.

DISCUSSION: The City Engineer reviewed 1) the work process, 2) operation needs, 3) staffing needs and 4) update of plans.

The City Manager commented on: staffing needs; use of consultants and the "good" work of current City employees.

The Human Resources Director reviewed the hiring process of the Water Department.

Public comments were received from: Steve Nash and Al Velasquez.

The City Council discussed: use of consultants; hiring of future "qualified" personnel; public health issues and training of personnel.

ACTION: Approved as recommended. (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

6. SUBJECT: First Amendment to Agreement with AECOM Technical Services, Inc. for Water Operations Support. (205)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Agreement with AECOM Technical Services, Inc., (A-7700) for Water Operations Support in the amount of \$2,702,304 to bring the total amount to \$4,263,693 to implement Phase 2 services.

DISCUSSION: The City Engineer reviewed: the need for plant operations coordination; staffing needs; having an internship program; testing "water" quality and "desalter" use.

Public comments were received from: Al Velasquez and George Miller.

The City Council discussed: testing of "water" quality, use of consultants; hiring of future personnel and training of personnel.

ACTION: Approved as recommended. (Ramirez/Padilla). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

7. SUBJECT: Ratify General Information Package Form for Clean Water State Revolving Fund, Water Recycling Funding. (233)

RECOMMENDATION: Approve and ratify the City Manager's signature, dated May 4, 2015, on the General Information Package form submitted to the State of California as the initial submittal for potential grant funding under the Clean Water State Revolving Fund, Water Recycling Funding Program.

DISCUSSION: The City Engineer commented on request to ratify grant application and search for matching funds.

At 9:58 p.m. Councilman MacDonald left the meeting due to possible conflict of interest. At 10:05 p.m., Councilman MacDonald returned to the meeting.

Public comment was received from: Al Velasquez.

The City Council discussed: use of recycled water; partnership with other cities and use of Campus Park site.

ACTION: Approved as recommended. (Ramirez/Perello). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

City Manager Department

ACTION: The City Council concurred to proceed with agenda item (S-8) unanimously.

8. SUBJECT:. Approval of Limited Delegation of Contracting Authority and Appropriation to Analyze and Implement Recommendations of the City's Consultants. (237)

RECOMMENDATION: 1) Adopt **Resolution No. 14,743** approving delegation of purchasing authority to the City Manager for the purpose of implementing the recommendations of the City's consultants: Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP) and 2) Approve an appropriation of \$500,000 from the General Fund Balance for the professional service costs analyzing issues and implementing recommendations in Fiscal Year 2014-2015 and Fiscal Year 2015-2016.

DISCUSSION: The Interim Finance Director reviewed several issues including “impact” fees; “use” fee studies and update of financial systems.

The City Manager commented on several issues including: the need to review consultant findings and follow-up actions to be taken; update of “user” fees; consultant’s costs and need to comply with State law.

Public comments were received from: Al Velasquez, Cyndi Hookstra and Steve Huber.

The City Council discussed: use of consultants; the consultants’ accomplishments; receiving “budget” reports during the year; budget “funding” sources: future City workforce and having confidence in the City Manager.

ACTION: Approved as recommended. (Perello/MacDonald). Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Cultural Arts Commission and Youth Commission meetings (Padilla); Rose Avenue improvements; community involvement to improve the City; efforts to promote local tourist opportunities: upcoming ECDO meeting (Perello) and local “peace” march.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:17 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 19, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Interim Assistant City Manager and Rahsaan Tilford, Assistant City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from Martin Jones.

C. CLOSED SESSION

At 4:41 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard v. Dale Belcher, et al., Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA.

At 5:15 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 5:18 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Barbara Murray, Library Director; Grace Magistrale Hoffman, Deputy City Manager; Dave Millican; Interim Chief Financial Officer; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; and Ashley Golden, Planning and Environmental Services Manager.

E. CEREMONIAL CALENDAR

The City Manager introduced the Assistant City Manager, Maria Hurtado.

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 17 through 23 as Emergency Medical Services Week.
DISCUSSION: Mayor Flynn presented Stephanie Huhn a proclamation in recognition of emergency services provided by the City.

O. PUBLIC COMMENTS ON REPORTS

L. REPORTS

City Manager Department

1. SUBJECT: Ventura County West Tourism Business Improvement District. (001)
RECOMMENDATION: 1) Adopt **Resolution No. 14,744** granting consent to the City of Ventura to renew the Ventura County West Tourism Business Improvement District and 2) Authorize the Chief Financial Officer to establish accounts and budget to accomplish the necessary receipt and subsequent transfer of the funds collected through this assessment.
DISCUSSION: The Deputy City Manager (Hoffman) reviewed proposed changes including adding City of Port Hueneme to the district, assessment of the Transient Occupancy Tax (TOT) program, promoting the district and fee.

Victor Dollar, Ventura County Lodging Association, commented on increasing “fees” to promote west Ventura County region and competing with other southern California tourist areas.

Public comments received from: Kevin Libera, Pat Brown, George Miller, Shannon Hillygus, Gerry Moreno and Mike Barber.

The City Council commented on: TOT rates of other regions, requested “fee” increase, rental of houses, signage and attracting tourists to the community.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

City Treasurer Department

2. SUBJECT: Quarterly Investment Report for the Third Quarter Fiscal Year 2014-2015. (033)
RECOMMENDATION: Removed from agenda.
ACTION: The City Council concurred to remove from agenda.

Finance Department

3. SUBJECT: Budget Appropriation - Lease Revenue Project and Refunding Bonds, Series 2014. (041)
RECOMMENDATION: Approve a budget appropriation in the amount of \$1,662,801 from the Measure O Fund to pay for debt service in Fiscal Year 2014-2015 for the Lease Revenue Project and Refunding Bonds, Series 2014.
DISCUSSION: The Interim Finance Director outlined the reason for this payment to be used for traffic improvement.

The City Council discussed the budget reserves and use of Measure “O” funds.

ACTION: Approved as recommended. (Ramirez/Perello). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Martin Jones; Chris Collier; Armando Vazquez; Susan Crowley; Adam Lopez and Inez Tuttle.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Mayor Pro Tem Ramirez and City Manager commented on activities at Ormond Beach (I-1(a)).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Agreements for City Council Review. (043)

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

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

J. PUBLIC HEARINGSGeneral Services Department

1. SUBJECT: Levy of 2015-2016 Assessments in Mandalay Beach Maintenance District. (045)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2015-2016 assessments for the Mandalay Beach Maintenance District; and 2) Adopt **Resolution No. 14,745** fixing the special assessment tax in the Mandalay Beach Maintenance District for Fiscal Year 2015-2016.

DISCUSSION: The General Services Manager reviewed the funding of Mandalay Beach Maintenance District and the establishment of the district.

ACTION: Close the public hearing. (MacDonald/Perello) unanimously. Approved as recommended. (Perello/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

Development Services Department

2. SUBJECT: Status Update of Local Coastal Plan (LCP) Update, NRG "Puente" Power Plant Proposal, Extension of Interim Urgency Ordinance Prohibiting the Expansion of Existing, or Development of New, Electrical Generating Facilities Within the Coastal Zone Pursuant to the Southern California Edison (SCE) Request For Offer (RFO) Process Pending Studies and Changes in the Local Coastal Program (LCP) and Zoning Ordinances and Other Land Use Regulations, and Provide Direction to Staff Regarding Issues Raised by the NRG proposal. (055)
- RECOMMENDATION: 1) Receive a status update on the LCP Update; 2) Receive a status report on the NRG "Puente" power plant proposal; 3) Conduct a public hearing to consider extending Ordinance No. 2882; 4) Issue a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 2882; 5) Adopt **Ordinance No. 2891** to extend the moratorium prohibiting the expansion of existing, or development of new, electrical generating facilities within the Oxnard Coastal Zone pursuant to the SCE RFO process pending studies and changes in the LCP, zoning ordinances, and other land use regulations for a period of 12 months from the date Ordinance No. 2882 is currently set to expire; and 6) Provide direction to staff regarding how to proceed should the Council adopt an ordinance to extend Ordinance No. 2882.

DISCUSSION: The Principal Planner reviewed several issues including coastal plan; NRG filing to build power plant facility; sea-level- rise; “approval” process; demolition of current power stations on the beach; possible options to be considered; meetings of the Public Utilities Commission and Energy Commission.

RECESS

At 7:58 p.m., the City Council recessed and at 8:04 p.m., the City Council reconvened.

Public comments received favoring the project: Jim Milstead; Tom McCormick; Tom Di Ciolli; Dawn Gleiter; Gerry Moreno; Nancy Lindholm; George Miller; Tony Skinner; Cherie Cabrral and Tony Gordero.

Public comments received favoring the moratorium: Celeste Garmino; Lydia Kaplan; Michael Stubblefield; Steve Nash; Lauraine Effress; Todd M. Shunman; Janis McCormick; Brian Segee; Julie Pena; Mike deMartino; Carla Castillo (Office of State Senator Jackson); Inez Tuttle; Jarett Quitanillo; Evelyn Melgoza; Kevin Pineda; Lupe Anguiano; Jan Dietrick; Larry Stein; Elma del Aquila; Martin Kaplan; Francine Castanon; Joann Olivara; Diane Delaney and Ray Tejada.

ACTION: Close the public hearing. (Ramirez/Flynn) unanimously.

DISCUSSION: The City Council discussed: removal of beach “power” plants; placement of power plant on beach; possible discussions with NRG; working with community members including NRG; tourism opportunities; land use regulations; “water neutral” building policy and process/decisions of State agencies.

The Assistant City Attorney reviewed the effect of Ordinance and City policy.

ACTION: Approved as recommended to extend moratorium and provided directions to staff: (MacDonald/ Ramirez) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

3. SUBJECT:. Appeal of the Planning Commission’s Denial of PZ Nos. 14-500-03 (Special Use Permit); and Recommendation to Deny PZ 14-535-02 (Density Bonus) and PZ 14-300-04 (Tentative Tract Map) Relating to a 1.82-acre Property Located at 5557 and 5527 Saviers Road. Filed by Henry Casillas of Aldersgate Investment, LLC on behalf of Apchanco 18, LLC. (149)
- RECOMMENDATION: Adopt **Resolution No. 14,746, 14,747 and 14,748** overturning the action of the Planning Commission and approve the related site development entitlements.
- DISCUSSION: The Planning and Environmental Services Manager commented on the proposed housing development, parking issues; affordable policies, water issues and school impact fees.

The Assistant City Attorney reviewed “density” bonus conditions and “affordable” housing costs.

Henry Castillas, Aldersgate Investment, reviewed the proposed housing project, requested waivers and projected family size.

Public comments received from: Larry Stein; Steve Nash, Pat Brown, Sal Gonzalez and George Miller.

ACTION: Close the public hearing. (Ramirez/Flynn) unanimously

DISCUSSION: The City Council discussed: zoning of property; Planning Commission actions; water “neutral” policy; school impact and community housing needs.

ACTION: Approve appeal of applicant related site development entitlements (Ramirez/Flynn)
Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

4. SUBJECT: Appeal of the Planning Commission’s Denial of PZ Nos. 14-550-02 (Major Modification to Special Use Permit No. 05-500-02); Relating to a 1.57-acre Property Located at 1971 N. Oxnard Boulevard. Filed by Robert Vermeltfoort of VAI Architects, Inc. on behalf of Upside Oxnard, LLC. (249)

RECOMMENDATION: Adopt **Resolution No. 14,749** upholding the action of the Planning Commission and denying the proposed use permits with related site development entitlements.

DISCUSSION: The Planning and Environmental Services Manager reviewed the proposed development of a carwash including landscaping, traffic study, parking, “water” use and facilities.

Gary Simons, Todd Gall and Sandy Smith, Surf Thur Car Wash applicant, reviewed reasons for placing a car wash at site, “water” use and other carwash facilities.

Public comments received from: Larry Stein; Roy Prince and Pat Brown.

ACTION: Close the public hearing. (Ramirez/Flynn) unanimously.

DISCUSSION: The City Council discussed: zoning of property; Planning Commission actions, traffic and “water neutral” policy.

ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

K. APPOINTMENT ITEMS

M. REPORT OF CITY MANAGER

The City Manager commented on community vision regarding development.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Appointments of Councilmembers to Boards and Commissions. (313)
RECOMMENDATION: That the Mayor, with the approval of the City Council appoint members and alternates from the City Council to the: 1) Ventura Regional Sanitation District (appoint Councilmember Perello the member and Mayor Flynn the alternate) and 2) Carnegie Art Museum Cornerstones Board of Directors (appoint one or two Councilmembers to the Board).
ACTION: Mayor Flynn appointed Councilmember Perello as primary and Mayor Flynn as alternate and appointed Councilmembers Ramirez and Padilla to the Carnegie Art Museum Cornerstones Board with consent of City Council. (MacDonald/Flynn) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

The Council also discussed: Youth Commission activities (Padilla); “Community Choice Energy” program (Ramirez) and activities of Citizen Advisory Groups.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 12:17 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem



Meeting Date: 7/28/2015

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-3Reviewed By: City Manager JMCity Attorney SOBFinance MUC

Other (Specify) _____

DATE: July 21, 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 07/28/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	City Manager Gayle Elkins	Tel Quest Communications Agreement No. 7183-15-CM	Telephone Installation, Repair, Cabling	\$50,000
				To provide phone services including repairs, troubleshooting, adds, moves, changes and network cabling involving new Voice over Internet Protocol installs and legacy phone systems, along with data installs, surveillance cameras and security systems.	
				Informal bid/quote were requested from four vendors and two vendors responded. Tel Quest was determined to be the best qualified and lowest cost.	
			385-7551	Total Contract Amount: \$50,000	
				FundingSource: Various Depts depending upon service requests	
B	Original Agreement	Finance Mike More	York Insurance Services Group, Inc. Agreement No. 7107-15-FN	Consulting Services Agreement for ongoing liability claims management.	\$189,720
				York Insurance Services Group, Inc. will provide ongoing liability claims management including investigative, adjustment, administrative and legal support services.	
				On April 2014, a Request for Proposal was prepared by staff and was advertised on the City's website and VIDA newspaper. The City received a total of five (5) proposals and based on the criteria established by the selection panel, York Insurance Services Group Inc. was selected as most qualified to perform the work. The terms of the agreement are from July 1, 2015 to June 30, 2016.	
			385-7472	Total Contract Amount: \$189,720	
				FundingSource: Public Liability Fund	
C	Original Agreement	Finance Rena Bassett	NBS Government Finance Group Agreement No. 7109-15-FN	Assessment District and Community District Administration services	\$142,500
				NBS Government Finance Group will provide for the City's ongoing special district administration services. The City currently has three (3) Assessment Districts and six (6) Community Facilities Districts.	
				In April 2015, a Request for Proposal was prepared by staff and was advertised on the City's website and VIDA newspaper. The City received a total of four (4) proposals and all proposals were reviewed by Finance Department staff. Upon review, NBS Government Finance Group was selected as providing the best services at a reasonable cost. NBS has extensive direct experience with City of Oxnard.	
			385-7472	Total Contract Amount: \$142,500	
				FundingSource: Assessment District Funds	

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 07/28/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D Amendment	Environmental Resources Todd Housley	City of Port Hueneme and Clean Harbors Environmental Services Agreement No. A-7590	Monthly Household Hazardous Waste Management Program Collaborative Agreement with the City of Port Hueneme and Clean Harbors Environmental Services for a monthly household hazardous waste (HHW) management program. This program provides residents and small businesses to drop-off HHW material at the Clean Harbors Facility in Camarillo on the second Friday and Saturday of each month. Clean Harbors is the only permanent HHW collection facility option for the Oxnard community in Ventura County regarding the proper disposal of difficult toxic items such as pesticides, solvents and old gasoline. On June 25, 2013 the City Council approved Agreement No. A-7590. The proposed First Amendment extends the term of the Agreement through June 30, 2016 and adding value of \$80,000.	\$80,000
	385-7957	Amendment 1	Total Contract Amount: \$240,000 FundingSource: Environmental Resources Enterprise Fund	
E Purchase Order	City Manager David Endelman	ESRI Purchase Order No. 2221	GIS Software Maintenance This purchase order is for the yearly maintenance on the Esri GIS software used by the City of Oxnard. This GIS software is necessary for the City to produce utility atlases and models, and to support the City's Land Management system, dispatch system, EOC activities, master plans, and other geo-spatial data requirements. Esri software was first selected and approved for use by City Council in 1991. Esri software continues to be used as a sole source because it is the standard GIS software used by local cities most counties, and states, and the Federal government.	\$29,840
	385-8205		Total Contract Amount: \$29,840 FundingSource: Internal Services Fund	

ATTACHMENT 1
PAGE 2 OF 3

City Manager Contract List for 07/28/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
F	Purchase Order	Recreation and Community Services Terrel J. Harrison	Six Flags Magic Mountain Purchase Order No. 2226	Jr. High Grad Night Tickets Magic Mountain has been the traditional location for our Jr. Grad Night event for over 35 years. The service package includes approximately 1309 admission tickets (\$41,233.50) and 60 meal tickets (\$720) for volunteers/chaperones. Package does not include transportation. The invoice total was \$41,953.50. Six Flags Magic Mountain is only option for this project. Six Flags is closer (50.1 miles away from Oxnard) and offers junior grad night for the 8th grade graduates, whereas Disney is farther (96 miles away) and only offers services for high school graduates. Payment has been traditionally fulfilled via requisition purchase order. Proceeds cover all costs.	\$41,954
Total Contract Amount: \$41,954					
Funding Source: Ticket Sales Revenue/Grad Night Program					

385-7994

ATTACHMENT 1

PAGE 3 OF 3

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [2892]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXIV TO CHAPTER 14 OF THE OXNARD CITY CODE RELATING TO AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS AND DETERMINING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061 (B)(3)

.....

WHEREAS, Subdivision (a) of Section 65850.5 of the Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 CCR section 15000 et seq.) section 15061(b)(3) because it can be seen with certainty that there is no possibility that such adoption may have a potential for causing a significant effect on the environment.

Part 2. Article XXIV is hereby added to Chapter 14 of the Oxnard City Code to read as follows:

"ARTICLE XXIV. SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

SEC. 14-80. PURPOSE AND INTENT.

The purpose of this article is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, California Government Code section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This article encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This article allows the city to achieve these goals while protecting the public health and safety.

SEC. 14-81. DEFINITIONS.

The following words and phrases as used in this section are defined as follows:

“Building official” as defined in the California Building Code.

“Electronic submittal” means the utilization of one or more of the following:

- (i) e-mail;
- (ii) the Internet;
- (iii) facsimile.

“Small residential rooftop solar energy system” means all of the following:

(i) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(ii) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (3) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

(iii) A solar energy system that is installed on a single or duplex family dwelling.

(iv) A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

“Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 14-81. APPLICABILITY.

(A) This article applies to the permitting of all small residential rooftop solar energy systems in the city.

(B) Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this article are not subject to the requirements of this article

unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance and cleaning shall not require a permit.

SEC. 14-82. APPLICATIONS AND DOCUMENTS.

(A) The checklist and required permitting documentation for a small residential rooftop solar energy system shall be made available on the publicly accessible city website.

(B) Electronic submittal of the required permit application and documents shall be made available to all small residential rooftop solar energy system permit applicants.

(C) In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. This requirement notwithstanding, wet signatures shall be required for engineering calculations and plans in accordance with state law.

SEC. 14-83. DUTIES OF BUILDING OFFICIAL AND DEVELOPMENT SERVICES DEPARTMENT, FEES.

(A) The building official shall develop and adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.

(B) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to the recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

(C) All fees prescribed for the permitting of small residential rooftop solar energy systems shall comply with Government Code section 65850.55, Government Code section 66015, Government Code section 66016, and Health and Safety Code section 17951, as such sections or subdivisions may be amended, renumbered, or re-designated from time to time.

SEC. 14-84. SOLAR ENERGY SYSTEM REQUIREMENTS.

(A) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state, the city and the city's fire department.

(B) Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

(C) Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

SEC. 14-85. PERMIT REVIEW AND INSPECTION REQUIREMENTS.

(A) The development services department shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on this ordinance. The building and engineering services division of the development services department shall issue a building permit or other nondiscretionary permit the same day for over-the-counter applications or within five business days for electronic applications of receipt of a complete application that meets the requirements of the approved checklist and standard plan. Such approval does not authorize an applicant to connect the small residential rooftop solar energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

(B) The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decision may be appealed to the planning commission within ten days after the date of the building official's decision.

(C) Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

(D) If a use permit is required, the building official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the planning commission within ten days after the date of the building official's decision.

(E) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

(F) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

(G) The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

(H) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

(I) Only one inspection shall be required and performed by the city.

(J) The inspection shall be done in a timely manner and should include consolidated inspections.

(K) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this ordinance. City may charge a re-inspection fee, as established by City Council resolution, if a subsequent inspection is required."

Part 3. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Part 4. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 2892 was first read on 07/14/15, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____th day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

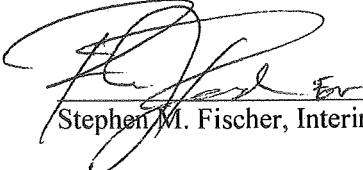
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ORDINANCE OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2893

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING A TEMPORARY WAIVER OF ENCROACHMENT PERMIT
FEES FOR TURF REMOVAL AND DROUGHT TOLERANT
REPLACEMENT PROJECTS WITHIN THE PARKWAY PORTION OF THE
RIGHT-OF-WAY IN AREAS ZONED FOR RESIDENTIAL USE AND
DETERMINING THAT THE PROJECT IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO
SECTION 15061 (B)(3)

.....

WHEREAS, Southern California is a semi-arid region and is largely dependent upon imported water supplies; and

WHEREAS, a growing population, environmental concerns, and other factors in other parts of the State and western United States, make the region highly susceptible to year-to-year variation in available water supplies; and

WHEREAS, the City of Oxnard can encourage better water efficiency through landscape design, installation, maintenance, and management practices; and

WHEREAS, incentive-based water use efficiency programs are actively implemented within the City of Oxnard; and

WHEREAS, the City of Oxnard has adopted the Residential Parkway Landscape Guidelines, which present options of widely available, drought tolerant, and aesthetically pleasing plants to replace turf within parkways, created in cooperation with landscape architects and the Development Services, General Services, and Utilities Departments; and

WHEREAS, the City of Oxnard desires to encourage replacing parkway turf with water efficient landscape design by temporarily waiving the encroachment permit and related fees when parkway adjoining homeowners agree to replace parkway turf at their expense with one of the Residential Parkway Landscape Guidelines options; and

WHEREAS, the California Environmental Quality Act (CEQA) projects a Class 4 Exemption (Guidelines Section 15304) for which have minor alterations in the condition of land, such as landscaping, that do not affect sensitive resources.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 CCR section 15000 et seq.), Section 15304 (class 4), for minor alterations to landscaping that do not affect sensitive resources.

Part 2. Notwithstanding subsection (A) of Section 19-220 of the Oxnard City Code, an applicant for an encroachment permit shall not have to pay the fees set forth in subsection (A) of Section 19-220 of the Oxnard City Code or any related document imaging or permit center surcharge if the applicant owns property in fee, which is immediately adjacent to the parkway portion of the right-of-way in an area zoned for residential use, and the applicant is proposing to remove existing turf, shrubs and/or plants, but not trees, from the parkway portion of the right-of-way and replacing said turf, shrubs and/or plants with landscaping that complies with the Residential Parkway Landscaping Guidelines prepared by, and periodically updated, by city staff. Nothing contained herein shall be construed to exempt an applicant from obtaining a permit pursuant to section 19-206 of the Oxnard City Code.

Part 3. This ordinance shall automatically sunset and be of no further effect on the first anniversary of the effective date of its adoption. Immediately thereafter, subsection (A) of Section 19-220 of the Oxnard City Code shall apply to all applicants for an encroachment permit without further action of the City Council.

Part 4. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Part 5. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 2893 was first read on 07/21/15, and finally adopted on _____, to become effective thirty (30) days thereafter.

[SIGNATURES ON FOLLOWING PAGE]

Ordinance No. 2893

Temporary waiver of encroachment fees to plant drought tolerant plants within the parkway

Page 3 of 3

PASSED AND ADOPTED this ____th day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

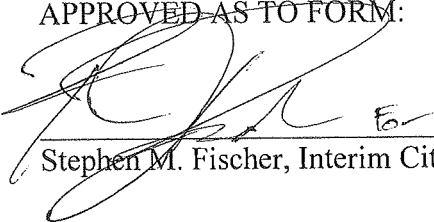
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 07/28/ 2015

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

Prepared By: Juan Martinez, Associate Planner *jm*Agenda Item No. I-6Reviewed By: City Manager *JM*City Attorney *JA*Finance *DNC*

Other (Specify) _____

DATE: July 10, 2015**TO:** City Council**FROM:** Ashley Golden, Interim Development Services Director *Golden*
Development Services Department**SUBJECT:** Planning and Zoning Permit No. 05-300-08 (Final Map for Phase 1 of Tract No. 5592-01) to Subdivide 37.5-acres of the 90.26 acres of Tract 5592 for Property Located at the Northeast Corner of West Fifth Street and Harbor Boulevard. Filed by John Mellon with MPL Property Holdings, LLC.

RECOMMENDATION

That City Council adopt a resolution approving Planning and Zoning Permit No. 05-300-08 (Final Map for Phase 1 of Tract No. 5592-01), for property located at the northeast corner of Harbor Boulevard and West Fifth Street.

DISCUSSION

On May 19, 2005, the Planning Commission adopted Resolution No. 2005-30, recommending approval of Tentative Subdivision Map No. 5592 for the North Shore project. The tentative subdivision of 90.26 acres would create 200 lots, for 183 single-family lots and 109 detached condominiums, plus open space, resource protection areas, local streets, easements and a public utility area. On June 14, 2005, the City Council adopted Resolution No. 12,883, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2005-30. Approval of the tentative map was contingent and effective upon approval of a Coastal Development Permit. On September 15, 2005, the Planning Commission adopted Resolution No. 2005-66 approving the Coastal Development Permit (PZ No. 05-400-04). Due to the timing of the Coastal Development Permit approval date, combined with several time extensions provided by the State legislature and most recently by Assembly Bill 116, this tentative subdivision map has been determined to have an expiration date of September 15, 2015. AB116 provided one final 24-month time extension for unexpired subdivision maps approved after January 1, 2000.

The Development Services Department has prepared a Verification of Status form verifying that the proposed Final Map for Phase 1 is in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and conforms to the previously-approved tentative subdivision map and conditions of approval. The proposed Final Map is also consistent with the Oxnard Coastal Land

Use Plan, the Coastal Development Permit, the mitigation measures of EIR 96-1 and Addendum for North Shore, and the 2030 General Plan. The property owner has completed a substantial amount of work on-site and off-site, including constructing perimeter improvements, mass grading, as well as protection and restoration of sensitive habitat areas. The property owner has substantially complied with the conditions of approval attached to the tentative map, and approval of the Final Map may be a ministerial action.

The proposed Phase 1 of the Final Map includes 37.5-acres (42%) of the entire Tract No. 5592 (see Attachment 2). Lots A, B, D, E, F, G, H, and N provide areas for perimeter improvements and landscape setback along West Fifth Street and Harbor Boulevard; Lots A, B, and N provide for the Resource Protection Area (RPA); Lots D, F, H is provided for the Milk-Vetch Preservation area; Lot E provides the Public Trail and 50-foot Buffer Area between the residential lots and the RPA, and Lot G will allow for the Sewer Lift Station.

Subsequent Final Map Phases for the remaining 52.87 acres (Residential Lots) will be submitted at later dates as multiple final maps, as permitted by Section 66456.1 of the Subdivision Map Act. The developer is not required to define the number or configuration of the subsequent final maps. The conditions of approval attached to the tentative map contemplated multiple final maps (typical for a development of this size). This will allow the developer to construct the project using a flexible schedule, and be able to better respond to market demand.

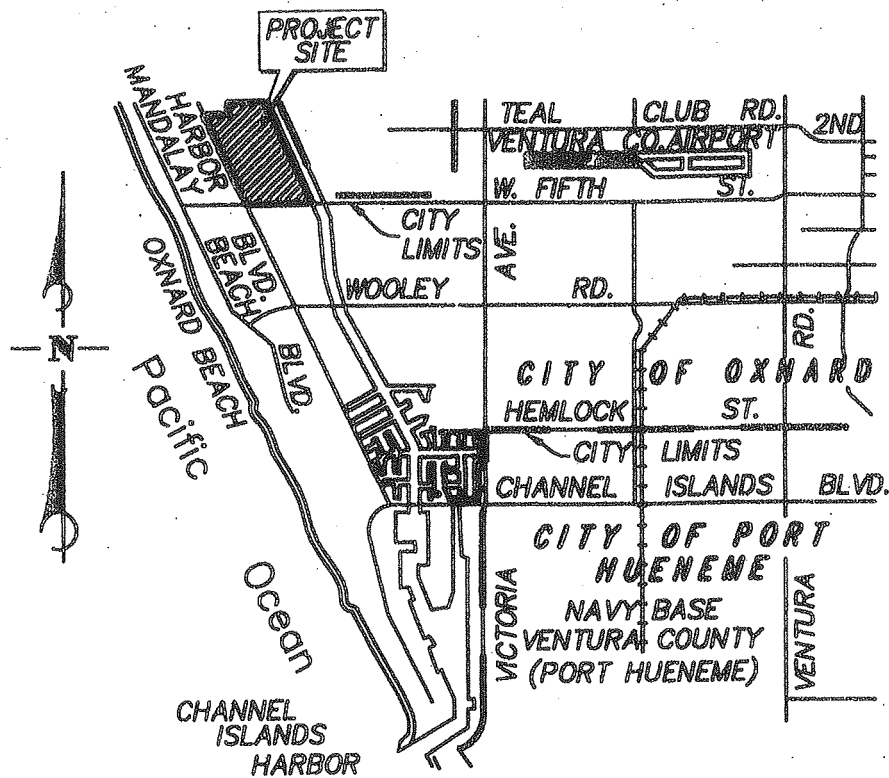
FINANCIAL IMPACT

After development of the site and final build-out, the 292 dwelling units will contribute new revenues generated by property taxes and local sales taxes, as well as contribute revenue from utility user fees, special district taxes, vehicle license fees, fuel taxes, etc. Assuming a minimum sales price of \$800,000 for each of the 183 single-family homes, the annual local property tax revenue will be in excess of \$1,750,000 annually. Assuming a minimum sales price of \$600,000 for each of the 109 condominium homes, the annual local property tax revenue will be in excess of \$800,000 annually. Additional and indirect future revenue will also be generated through collection of local sales taxes, utility user fees, vehicle license fees, fuel taxes, etc.

jm

Attachment

1. Vicinity Map
2. Final Map For Phase 1 of Tract No. 5592-01
3. PC Resolution No. 2005-30
4. CC Resolution No. 12,883
5. Resolution Approving Final Map of Tract No. 5592, Phase 1



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT:
THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THIS SUBDIVISION ENTITLED "TRACT NO. 5592-1" SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID LAND, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE FOLLOWING ITEMS AS SHOWN ON SAID MAP:

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY.

AN EASEMENT FOR SEWER PUMP STATION PURPOSES OVER ALL OF LOT G

AN EASEMENT FOR PUBLIC ACCESS PURPOSES OVER ALL OF LOT E AND A PORTION OF LOT B

BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

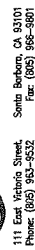
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

[illegible]

SIGNATURE: _____
NAME PRINTED _____
COMMISSION EXPIRES _____
COMMISSION No. _____
PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

NOTICE. THIS MAP IS SUBJECT TO CERTAIN CONDITIONS CONTAINED IN AGREEMENTS BETWEEN THE OWNER AND THE CITY OF OXNARD RECORDED ON OR ABOUT THE TIME AS THE FILING OF THIS MAP.

THE MILK-VETCH CONSERVATION EASEMENT SHOWN HEREON IS SUBJECT TO CERTAIN CONDITIONS AND PROVISIONS CONTAINED WITHIN THE AGREEMENT RECORDED AS INSTRUMENT NO. 20090521-00082946-O OF OFFICIAL RECORDS.



2594 active 2664191/1000262/csp/24 2592/26592-1 24.7.1-3.1we

BEING, PARCEL "A" OF LOT LINE ADJUSTMENT LA 02-310-7, RECORDED JANUARY 31, 2005 AS INSTRUMENT NO. 2003-003344-7 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCT. 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LIVING WITHIN LOT 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909,

JUNE 2015
MARK A. CASTELLANOS, PLS 8369
CONTAINING:

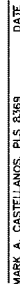
37.50 ACRES GROSS (GRID & GROUND)
32.15 ACRES NET (GRID AND GROUND)

CONVEYOR'S STATEMENT:
 I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5592-1 AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATE: . 2015

MATTHEW J. VERNON
CITY SURVEYOR
CITY OF OXNARD

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MPL PROPERTY HOLDINGS, LLC, IN DECEMBER 2014. I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF MISSISSIPPI. THE MONUMENTS SHOWN ON THIS MAP WERE SET IN THOSE POSITIONS WITHIN ONE YEAR OF RECREATION OF THE FINAL MAP. IF THE MONUMENTS ARE OR WILL BE SUBSEQUENTLY CONFORM TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5592-1 AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: . 2015

PAUL WENDT
CITY ENGINEER

THIS MAP ENTITLED "TRACT NO. 5592-1, CONSISTING OF 5 SHEETS," IS PRESENTED TO THE CITY OF DOWNEY, CALIFORNIA, AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2015.

THE COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT THE DEDICATION OF WATER RIGHTS, THE EASEMENT FOR SEWER PUMP STATION PURPOSES, AND THE EASEMENT FOR PUBLIC ACCESS PURPOSES AS SHOWN AND AS ORDERED HEREON, IN WITNESS WHEREOF, THE CITY CLERK OF SAID CITY HAS HEREON SET HER HAND AND SEAL OF SAID CITY TO BE AFFIXED HERETO THIS _____ DAY OF _____, 2015.

DANIEL MARTINEZ
CITY CLERK OF THE
CITY OF OXNARD

FILED THIS DAY OF 2D AT M. IN BOOK OF

MISCELLANEOUS RECORDS (MAPS) AT PAGES _____ AT THE REQUEST OF MPL PROPERTY HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY _____ DEPUTY COUNTY RECORDER

HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 2015
STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

DANIELLE M. NAVAS, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA,
OFFICE OF CALIFORNIA DO HERBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY
OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5592-1, OR ANY PART THEREOF. FOR
RECORDING MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES,
PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR PAYING SUCH TAXES TO THE
APPROPRIATE AGENCIES. I, THE UNDERSIGNED, AM NOT A TESTIFYABLE WITNESS MY HAND AND THE
OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2015.

DAY OF _____, 2015.

DANIELLE M. NAVAS
CITY TREASURER OF THE CITY OF OXNARD

SEE SHEET 2 OF 5 FOR SIGNATURE OMISSIONS.
SEE SHEET 3 OF 5 FOR TRACT BOUNDARY ESTABLISHMENT.
SEE SHEET 4 OF 5 FOR LOT DIMENSIONS AND EASEMENT DEDICATIONS.
SEE SHEET 5 OF 5 FOR EXISTING EASEMENTS.

LINE TABLE

LINE	BEARING	DISTANCE	RECORD
L1	N01°13'38"E	45.90' M	45.89' R2
L4	N13°45'10"W	56.60' M	M & R2

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	RECORD
C2	41°38'48"	319.89'	232.59'	M & R2

EASEMENT DEDICATIONS

- (A) EASEMENT FOR SEWER PUMP STATION PURPOSES DEDICATED HEREIN TO THE CITY OF OXNARD.
- (B) EASEMENT OVER ALL OF LOT E AND A PORTION DEDICATED HEREIN TO THE CITY OF OXNARD.

LOT AREAS (GRID)

LOT A	233,120 SQ. FT.	5.35 ACRES GROSS
LOT B	98,768 SQ. FT.	2.27 ACRES GROSS
LOT C	251,792 SQ. FT.	5.78 ACRES GROSS
LOT D	237,368 SQ. FT.	5.45 ACRES GROSS
LOT E	610,240 SQ. FT.	13.98 ACRES GROSS
LOT F	113,659 SQ. FT.	2.61 ACRES GROSS
LOT G	6,598 SQ. FT.	0.15 ACRES GROSS
LOT H	1,633,450 SQ. FT.	37.50 ACRES GROSS

LOT AREAS (GROUND)

LOT A	233,134 SQ. FT.	5.35 ACRES GROSS
LOT B	98,774 SQ. FT.	2.27 ACRES GROSS
LOT C	251,808 SQ. FT.	5.78 ACRES GROSS
LOT D	237,403 SQ. FT.	5.45 ACRES GROSS
LOT E	610,264 SQ. FT.	13.98 ACRES GROSS
LOT F	113,665 SQ. FT.	2.61 ACRES GROSS
LOT G	6,598 SQ. FT.	0.15 ACRES GROSS
LOT H	1,633,551 SQ. FT.	37.50 ACRES GROSS

TRACT No. 5592-1



111 East Victoria Street,
Oxnard, CA 93001
Phone: (805) 961-5032
Fax: (805) 961-5031

SCALE IN FEET: 1"=200'

ATTACHMENT 2

PAGE 4 OF 5

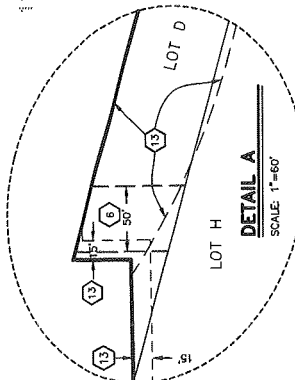
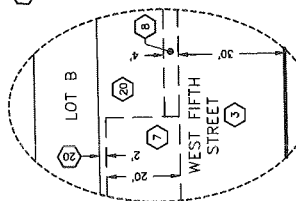
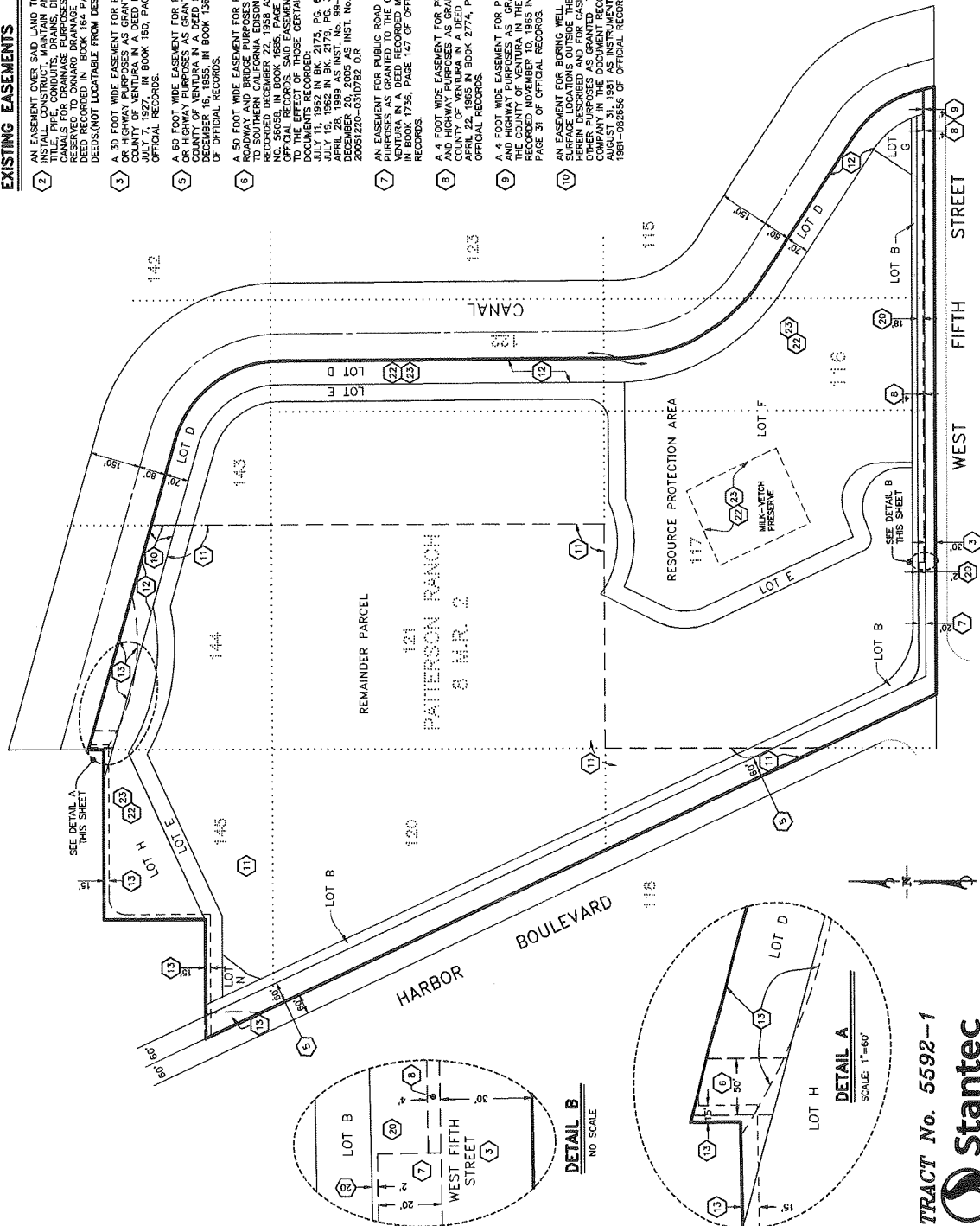
SHEET 4 OF 5

EXISTING EASEMENTS

- 2 AN EASEMENT OVER SAID LAND TO LAY, MAINTAIN, REPAIR, REPLACE, IMPROVE, ENLARGE, EXTEND, OR ABANDON ANY CANALS FOR DRAINAGE PURPOSES ONLY, AS WELL AS TO CONVEY, CONDUIT, DRAIN, DITCH, AND OTHER PURPOSES, INCLUDING THE RIGHT TO EXPLORATION, DRILLING AND MINING, AND TO EXPLORE FOR OIL, GAS AND OTHER HYDROCARBONS AS GRANTED TO THE SHELL OIL COMPANY, INC. BY DEEDS RECORDED IN BOOK 21, PAGE 193, AS INSTRUMENT NO. 119356, 119357, 119358, 119359 AND 119360, ALL OF OFFICIAL RECORDS. (BLANKET OVER PORTION SHOWN)
- 3 A 30 FOOT WIDE EASEMENT FOR PUBLIC ROAD OR HIGHWAY PURPOSES AS GRANTED TO THE COUNTY OF VENTURA IN A DEED RECORDED JULY 7, 1927, IN BOOK 160, PAGE 95 OF OFFICIAL RECORDS.
- 5 A 60 FOOT WIDE EASEMENT FOR PUBLIC ROAD OR HIGHWAY PURPOSES AS GRANTED TO THE COUNTY OF VENTURA IN A DEED RECORDED DECEMBER 16, 1935, IN BOOK 1361, PAGE 478 OF OFFICIAL RECORDS.
- 6 A 50 FOOT WIDE EASEMENT FOR PRIVATE ROADWAY AND BRIDGE PURPOSES AS GRANTED TO SOUTHERN CALIFORNIA Edison IN A DEED RECORDED IN BOOK 1224, PAGE 53 OF OFFICIAL RECORDS. SAID EASEMENT IS SUBJECT TO THE EFFECT OF THOSE CERTAIN DOCUMENTS, RECORDS AND INSTRUMENTS, JULY 11, 1962 IN BK. 2175, PG. 600 O.R., JULY 19, 1962 IN BK. 2178, PG. 361 O.R., APRIL 28, 1969 AS INST. NO. 99-082184 O.R., AND ALL INSTRUMENTS AS INST. NO. 20051220-0310782 O.R.
- 7 AN EASEMENT FOR PUBLIC ROAD OR HIGHWAY PURPOSES AS GRANTED TO THE COUNTY OF VENTURA IN A DEED RECORDED MAY 20, 1959, IN BOOK 1756, PAGE 147 OF OFFICIAL RECORDS.
- 8 A 4 FOOT WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES AS GRANTED TO THE COUNTY OF VENTURA IN A DEED RECORDED APRIL 22, 1965 IN BOOK 2774, PAGE 278 OF OFFICIAL RECORDS.
- 9 A 4 FOOT WIDE EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES AS GRANTED TO THE COUNTY OF VENTURA IN THE DEED RECORDED IN BOOK 1955, IN BOOK 2885, PAGE 31 OF OFFICIAL RECORDS.
- 10 AN EASEMENT FOR BORING WELL HOLES FROM SURFACE TO SUBSURFACE FOR OIL, GAS AND OTHER PURPOSES AS GRANTED TO SHELL OIL COMPANY IN THE DOCUMENT RECORDED IN BOOK 1981-082856 OF OFFICIAL RECORDS.
- 11 SUBSURFACE EASEMENT AT DEPTHS BELOW 500 FEET FOR THE PURPOSES OF DRILLING AND MINING, INCLUDING THE RIGHT TO EXPLORE FOR OIL, GAS AND OTHER HYDROCARBONS AS GRANTED TO THE SHELL OIL COMPANY, INC. BY DEEDS RECORDED IN BOOK 21, PAGE 193, AS INSTRUMENT NO. 119356, 119357, 119358, 119359 AND 119360, ALL OF OFFICIAL RECORDS. (BLANKET OVER PORTION SHOWN)
- 12 A 70 FOOT WIDE EASEMENT FOR BIKE PATH PURPOSES RESERVED BY SOUTHERN CALIFORNIA Edison IN A DEED RECORDED IN BOOK 1224, PAGE 53 OF OFFICIAL RECORDS. (BLANKET OVER PORTION SHOWN)
- 13 QUITCLAIM, COVENANTS AND ENVIRONMENTAL USE RESTRICTIONS ALONG WITH GRANT OF EASEMENT, GRANTED TO SOUTHERN CALIFORNIA Edison IN A DEED RECORDED APRIL 28, 1969 AS INSTRUMENT NO. 99-082184 OF OFFICIAL RECORDS, AND MODIFIED BY DOCUMENT RECORDED IN BOOK 1224, PAGE 53 OF OFFICIAL RECORDS. SAID EASEMENT IS SUBJECT TO THE EFFECT OF THOSE CERTAIN DOCUMENTS, RECORDS AND INSTRUMENTS, JULY 11, 1962 IN BK. 2175, PG. 600 O.R., JULY 19, 1962 IN BK. 2178, PG. 361 O.R., APRIL 28, 1969 AS INST. NO. 99-082184 O.R., AND ALL INSTRUMENTS AS INST. NO. 20051220-0310782 O.R.
- 19 AN AVIATION EASEMENT RESTRICTING AIRSPACE, RECORDED MAY 23, 2008 AS INSTRUMENT NO. 20060523-010482 OF OFFICIAL RECORDS. (BLANKET EASEMENT OVER ALL OF TRACT 5592-1)
- 20 AN EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED MAY 21, 2009 AS INSTRUMENT NO. 20090521-002846-0 OF OFFICIAL RECORDS.
- 22 CONSERVATION EASEMENTS (FOUR) GRANTED TO THE CITY OF OXNARD PER DOCUMENT 20090521-002846-0 OF OFFICIAL RECORDS.
- 23 CONSERVATION EASEMENTS (FOUR) GRANTED TO THE CITY OF OXNARD, A MUNICIPAL CORPORATION, PER DOCUMENT RECORDED MAY 21, 2009 AS INSTRUMENT NO. 20090521-002847-0 OF OFFICIAL RECORDS. (ITEMS 22 & 23 CONSERVATION EASEMENTS ARE BLANKET EASEMENTS OVER LOTS 6, 7, AND 8, AND A PORTION OF LOT 1.)

NOTE: SEE SHEET 2 FOR LEGEND AND MONUMENT NOTES
NOTE: SEE SHEET 4 FOR LOTS AND DEDICATED EASEMENT DIMENSIONS.
NOTE: SEE SHEET 5 FOR TRACT BOUNDARY ESTABLISHMENT

SHEET 5 OF 5



TRACT No. 5592-1
Stantec
Santa Barbara, CA 93101
Phone: (805) 963-6532
Fax: (805) 966-9801
AL:\A000\work\1101\1101\Source\5592\5592.dwg 11/01/2015 11:01:00 AM 11/01/2015 11:01:00 AM

RESOLUTION NO. 2005 – 30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5592 (PLANNING AND ZONING PERMIT NO. PZ 05-300-08), FOR PROPERTY LOCATED AT HARBOR BOULEVARD AND WEST FIFTH STREET (APNs 1830-010-335, 1830-010-385, 1830-010-705, 1830-010-725), SUBJECT TO CERTAIN CONDITIONS. FILED BY TRIMARK PACIFIC HOMES, L.P., 31111 AGOURA ROAD, SUITE 210, WESTLAKE VILLAGE, CA 91361.

WHEREAS, the Planning Commission of the City of Oxnard has considered Tentative Subdivision Map for Tract No. 5592 (Planning and Zoning Permit No. 05-300-08), filed by Trimark Pacific Homes, L.P., in accordance with Chapter 27 of the Oxnard City Code; and

WHEREAS, said tentative map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the tentative subdivision map conforms to the City's General Plan and elements thereof, and the City's Local Coastal Program; and

WHEREAS, a final environmental impact report has been certified for this project, and an addendum thereto has been prepared, and the Planning Commission has considered the final environmental impact report and the addendum before making its recommendation herein; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of the tentative subdivision map, subject to the following conditions:

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents.

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/ Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire
PK	Parks	CE	Code Enforcement

GENERAL PROJECT CONDITIONS

1. This approval is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another (PL, G-1).
2. This approval is granted for the plans dated March 1, 2005, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor change to the plans is approved by the Planning and Environmental Services Manager, or a major change to the plans is approved by the Planning Commission and City Council. (PL, G-2)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein (CA, G-5).
4. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
5. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
6. Any covenants, conditions, and restrictions (CC&R's) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&R's and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall record with the Ventura County Recorder a "Notice of Land Use Restrictions and Conditions" in a form acceptable to the City Attorney. Before the City issues building permits or allows Developer to occupy the project, Developer shall submit a copy of the recorded document to the Planning and Environmental Services Manager. (PL, G-8)
8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

9. Prior to issuance of building permits, Developer shall execute an agreement, in a form approved by the City Attorney, to hold harmless, indemnify and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the City's approval of this permit or other permits; from construction of the project or any part thereof approved herein; and from land failure, erosion, inundation, or wave attacks on the subject property or on any property near or adjacent thereto, arising out of or resulting from or caused by work performed or authorized by Developer.

FIRE CONDITIONS

10. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
11. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
12. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet. (FD, *F-11*)
13. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)

PLANNING STANDARD CONDITIONS

14. An approved tentative map shall expire thirty-six (36) months after its approval by the City Council, unless an extension is applied for and approved by the City Council pursuant to Section 27-35 of the City Code. (PL)
15. Developer shall develop the site with the street names, as approved by the Street Naming Committee. (PL)

PLANNING SPECIAL CONDITIONS:

16. The approval of the Tentative Subdivision Map of Tract No. 5592 shall not become effective unless, and until, the land division is separately approved pursuant to a separate Coastal Development Permit, which is required for the detailed development plan approval for the project. (PL)

MITIGATION MEASURES

Earth Resources

17. Existing soil and groundwater contamination on the site shall be remediated in accordance with the Remedial Action Plan approved by the RWQCB and the Waste Discharge Requirements issued by the Regional Board. All other permits and authorization from other agencies having oversight responsibility for the remediation process shall be obtained.
18. In order to monitor the status of below surface contaminants in the area around the milk-vetch plants that will not be remediated, five 2-inch diameter groundwater monitoring wells will be installed around the Preserve Area. Specifically, three wells will be installed at the soil remediation/excavation limit line 100 feet north, northeast, and southeast of the milk-vetch population. Two monitoring wells will be installed at the limit line 50 feet west and 50 feet south of the population. The drilling rig for well installation will be positioned such that the truck portion of the rig will be to the outside of the soil remediation/excavation limit line. Because of the distance of these wells from the milk-vetch plants, no surface or subsurface impacts to milk-vetch plants will occur as a result of installation and operation of the wells. These wells shall be installed prior to the initiation of any remediation activities on the site.
19. A Remediation Staging Plan for the remediation activities shall be prepared and approved by the City of Oxnard, California Department of Fish and Game (CDFG), and and the agencies with oversight responsibility for the remediation process. This Staging Plan shall define the boundaries of the different phases of the remediation process at a level of detail consistent with the Remediation Staging Plan.
20. The applicant shall submit a Notice of Intent to the State of California RWQCB pursuant to the NPDES Permit for site disturbance greater than 5 acres. All recommendations outlined in the general permit shall be adhered to and incorporated into the development as conditions of approval.
21. Recommendations of the project geotechnical report are also required as mitigation for the project, and are listed below.
 - All structures shall be designed in accordance with the Uniform Building Code (UBC) and applicable City codes to ensure safety in the event of an earthquake.
 - Grading at a minimum shall conform to Chapter 33 of the Uniform Building Code.
 - All existing ground surfaces shall be prepared for grading by removing all vegetation including roots, other organic material, debris, existing structures, and non-complying fill. Voids created by removal of such material shall be properly backfilled and compacted. No compacted fill shall be placed unless the underlying soil has been observed by the Geotechnical Engineer.
 - Fill and backfill placed at slightly above optimum moisture in layers with loose thickness not greater than 8 inches shall be compacted to a minimum of 90 percent of

- the maximum dry density obtainable by the ASTM D 1557 test method unless otherwise recommended or specified.
- Imported soils used to raise site grade shall be equal to, or better than, on-site soils in strength, expansion, and compressibility characteristics.
 - Roof drainage systems shall be designed so that water is not discharged into bearing soils or near structures.
 - Final site grade shall be designed to divert water away from the structures and not allow water to pond.
 - Due to the presence of relatively low-density soils throughout the near surface soil column, over-excavation and re-compaction of soils in the building area will be necessary to decrease the potential for differential settlement and provide more uniform bearing conditions. For areas where the bio-remediation process does not result in at least 5 feet of re-compacted soils under the building areas, soils shall be over-excavated to the deeper depth of 3 feet below existing grade or 2 feet below the bottom of footings throughout the entire building area, and to a distance of 10 feet beyond the perimeter of the buildings. The resulting surface shall then be scarified an additional 1 foot, moisture conditioned, and re-compacted to at least 90 percent of maximum density. The intent is to have a minimum of 3 feet of compacted soil below the bottom of all footings.
 - After the soil remediation has been completed, areas outside of the building areas to receive fill, exterior slabs-on-grade, sidewalks or paving shall be over-excavated 1 foot. The resulting surface shall then be scarified an additional 1 foot, moisture conditioned, and re-compacted.
 - Foundations shall be designed to tolerate 1 to 2 inches of differential settlement across a residential foundation system.
 - The project applicant shall provide for further study of the potential for lateral spreading on the Project Site by a registered geotechnical engineer. Recommendations from such study to alleviate the hazard shall be included as conditions of project approval.
 - All other conclusions and recommendations contained in the project geotechnical engineering report shall be incorporated into the construction contract to minimize impacts associated with site grading and structural design.
22. All abandoned oil wells shall be reviewed prior to the issuance of grading permits to ensure the integrity of the abandoned well. The location and status of each abandoned well shall be verified through the examination of records and/or field exploration. Any well which will be disturbed or exposed by grading shall be recapped according to current standards as defined in the Construction Project Site Review and Well Abandonment Procedures as outlined by the State of California Department of Conservation, Division of Oil, Gas, and Geothermal Resources. The State Department of Conservation, Division of Oil, Gas and Geothermal Resources, shall be contacted if any previously plugged or abandoned oil wells are uncovered or damaged during any grading operations.
23. If any construction will take place over an abandoned well, an adequate gas venting system shall be placed over the well.

24. In addition, the location of all existing pipelines shall be verified through the examination of records and/or field exploration during site grading operations. Pipelines no longer in use shall be removed or the settlement potential otherwise treated by an acceptable method. If functioning lines are to remain in use, phasing of the project shall be coordinated with abandonment of the facilities. Alternatively, pipelines may be rerouted either temporarily or permanently during the grading and construction phases of the project.

Air Quality

25. Developer shall prepare and submit an Air Emissions Mitigation Plan for Dust Control. This Plan shall be included as part of the construction contract and submitted to the City for review and approval prior to the issuance of grading permits. This plan shall include the following elements:
- Fugitive dust throughout the construction site shall be controlled by the use of a watering truck or equivalent means, generally at least three times a day (except during and immediately after rainfall). Water shall be applied to all unpaved roads, unpaved parking areas or staging areas, and active portions of the construction site. Environmentally-safe dust control agents may be used in lieu of watering.
 - Revegetate or apply APCD-approved chemical soil stabilizers to all inactive portions of the construction site that are inactive for four or more days.
 - Suspend all excavating and grading operations when wind speeds exceed 20 miles per hour (mph) averaged over one hour.
 - Material transported in trucks off site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2), and (e)(4) as amended. Material transported on site shall be sufficiently watered or secured to prevent fugitive dust.
 - Inform all employees involved in grading operations on the project to wear facemasks during dry periods to reduce inhalation of dust.
 - Signs shall be posted on the site requiring traffic speeds on all unpaved roads to not exceed 15 mph.
 - Sweep streets at the end of the day if visible soil material is carried over to adjacent roads.
 - The developer shall require all development contractors to keep records on the Project Site demonstrating that equipment engines are maintained in good condition and in proper tune as per manufacturers' specifications to prevent excessive emissions. Such records shall be reviewed by the City of Oxnard during grading and construction inspections.
26. As stated in the APCD Guidelines, applicants are required to mitigate environmental impacts associated with their projects to the greatest extent feasible. The following are those measures that shall be feasibly implemented to mitigate operational phase air quality impacts of the proposed project:
- Lighting for public streets, parking areas, and recreational areas shall utilize energy-efficient mechanical, computerized, or photo cell switching devices to reduce energy usage.

- Solar or low emission water heaters shall be installed into proposed buildings to reduce natural gas consumption and emissions.
- Energy-efficient, automated controls for air conditioners shall be installed into proposed buildings to reduce energy consumption and emissions.
- Automatic lighting on/off controls and energy-efficient lighting shall be installed into proposed buildings to reduce electricity consumption and associated emissions.
- Light-colored roofing materials as opposed to dark roofing materials shall be used on proposed buildings. Light colored materials reflect sunlight and minimize heat gains in buildings. This measure would lessen the overall demand for mechanical air conditioning systems.
- Wall and attic insulation shall be provided in proposed buildings beyond the requirements of Title 24, *California Code of Regulations*.
- Built-in energy-efficient appliances shall be installed into proposed buildings.
- Special sunlight filtering window coatings or double-paned windows shall be installed into proposed buildings to reduce thermal gain in hot weather and loss in the cold weather, thus reducing emissions associated with heaters and air conditioners.
- Shade trees shall be provided to reduce heating/cooling needs.

Water Resources

27. As a condition of project approval, all monitoring wells constructed on the site to depths greater than 50 feet must be recovered and properly sealed under a permit to be issued by the Water Resources Division, unless they are to be part of an ongoing groundwater monitoring program.

Traffic and Circulation

28. The project is required to pay a traffic impact mitigation fee which will be used to fund needed transportation improvement projects in both the County and the City. No mitigation beyond the payment of this standard fee is required.

Biological Resources

29. After installation of the monitoring wells, and prior to the initiation of any soil remediation on the site, a construction fence shall be placed around the entire milk-vetch preservation area to protect the milk-vetch. The fence shall remain in place during soil remediation.
30. A qualified biologist, to be selected and retained by Developer, and approved by the City, CDFG, and USFWS, will serve as a remediation/construction monitor to ensure that incidental impacts on the preserved milk-vetch plants are avoided. The monitor shall have authority to temporarily halt any remediation, grading, or construction activity that is deemed by the monitor to be potentially detrimental to the milk-vetch plants. Specific responsibilities of the construction monitor shall include the following:
- Conduct a machine operator and worker education program on an as needed basis to alert on-site workers to the sensitivity of the milk-vetch population, to identify work zones and restricted areas, and to discuss construction and plant avoidance procedures and protocols.

- Attend appropriate pre-grading or remediation meetings to describe the importance of restricting work outside of the buffer area.
 - Mark/flag the remediation limit boundary around the milk-vetch area in the field with the contractor in accordance with the final approved remediation plan and be present on the site during all activities related to the installation of the groundwater monitoring wells.
 - Be present on the site during all activities related to the installation of the construction fence around the milk-vetch preservation area after installation of the groundwater monitoring wells.
 - Visit the site weekly during remediation activities outside of the milk-vetch preservation area to verify the fence around the area is intact and no disturbance of the milk-vetch preservation area has occurred.
 - Be present on the site anytime site remediation, construction, and/or grading activities will occur within the milk-vetch preservation area.
31. Dust control measures shall be implemented such that no dust is allowed to accumulate on milk-vetch plants. This includes a variety of options to reduce dust including replacing ground cover in disturbed areas as quickly as possible; watering active sites at least twice daily; and suspending all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 mph.
32. An individual adult milk-vetch plant and seedling was previously identified at a location approximately 100 feet to the southwest of the milk-vetch population (Colony A and Colony B). While these individual plants were determined to be dead during subsequent field surveys conducted in March 1999, there still may be a viable seedbank in the soil at this location. The top 4 inches of soil within a 100-square-foot area around the mapped location of these plants shall be removed and placed at a location on the site approved by CDFG and USFWS. The most suitable location for this soil to be placed may be an area adjacent to Colonies A and B that will not be disturbed by remediation activities.
33. Developer shall establish an approximate 23.4-acre natural habitat buffer area between the Preserve Area and the planned residential development on the Project Site. The size and configuration of the buffer area was agreed to by the project applicant, CDFG, Coastal Commission, and RWQCB and includes the site's highest topographical point to the east so as to allow surface water drainage from this point to flow unimpeded towards the milk-vetch population. The milk-vetch population will be approximately centered in the buffer area to maximize the distance between the plants and developed areas.
34. After soil remediation has been completed, the 23.4 acres around the milk-vetch population shall be planted with species native to the Project Site, as contained in the approved North Shore Resource Protection Area/Milk-vetch Preservation Plan. Replacement vegetation will be planted immediately after soil remediation within the buffer area.
35. Recreational use of the buffer area after project development shall be restricted to the development and use of interpretive nature trails. The location and extent of these trails

shall be approved in the North Shore Resource Protection Area/Milk-vetch Preservation Plan.

36. Prior to the issuance of a Coastal Development Permit by the City for any soil remediation and/or site grading activities, a North Shore Resource Protection Area/Milk-vetch Preservation Plan shall be prepared for the 23.4-acre buffer area that specifies the following:
 - The specific plant species to be planted;
 - The location of the plantings;
 - Tasks and schedule to maintain the plantings;
 - Criteria by which to measure the success of the plantings; and
 - Contingency measures to be implemented in the event the plantings are not successful.
37. The plan shall be reviewed and approved by CDFG and the City.
38. The North Shore Resource Protection Area/Milk-vetch Preservation Plan shall provide for the planting of plant species occurring on the Project Site and in the immediate vicinity within the buffer area and along the outside of the setback fence surrounding the milk-vetch plants to enhance the biological value of the buffer area and to serve as an attractant to insects that may serve as pollinators to the milk-vetch. The list of plant species from which to select a final planting palette is included in Table 1 in Section 2.0 of the EIR.
39. As part of the North Shore Resource Protection Area/Milk-vetch Preservation Plan, a setback fence shall be constructed approximately 100 feet around the preserved milk-vetch population to protect the plants from human and/or domestic animal activities. The design of the fence shall be approved by the City and CDFG. Appropriate plantings will be established around the fencing to minimize the visual impacts of the fence and to serve as an additional buffer to the milk-vetch population. The preserve area plants, as well as the milk-vetch plants, will be monitored and maintained by Developer for a period of ten (10) years after soil remediation. After ten years, the level of management and monitoring shall be reduced to include minimal maintenance measures such as periodic clearing of debris, fence repairs, and removal of dead vegetation.
40. All landscaping immediately adjacent to the Preserve Area within the buffer area surrounding the milk-vetch preservation area shall contain appropriate drainage systems such that all irrigation and rainwater runoff will be directed away from the milk-vetch preservation area.
41. The buffer area plantings shall be maintained and managed by a qualified botanist or organization for a period of ten years after project completion to monitor the success of the fencing and habitat buffer in order to enhance the survival potential of the milk-vetch population on the site. Maintenance measures include periodic weeding (particularly encroaching iceplant) and inspection for invasive plant species, fence repair, inspection for gopher and other small mammal damage to the plantings, inspection to ensure that

irrigation and rainwater runoff from adjacent landscaped areas are not impacting the buffer area plants, and trash and debris removal from inside the fence.

42. Prior to the issuance of a Coastal Development Permit by the City of Oxnard for any soil remediation and/or site grading activities, a Milk-Vetch Management and Maintenance Plan (which includes the North Shore Resource Protection Area/Milk-vetch Preservation Plan) shall be developed that includes, at a minimum, the following: (1) specific maintenance tasks, including monitoring for predatory animals, such as gophers, the spread of non-native invasive plant species, and fence maintenance, as well as protocols for these tasks; (2) milk-vetch monitoring criteria, tasks, and protocols, including programs to eliminate gophers and non-native invasive plant species; (3) a schedule and identification of responsible parties for implementing the maintenance and monitoring tasks; and (4) contingency measures to be implemented in the event the maintenance or monitoring measures are not successful. The plan shall be reviewed and approved by CDFG, and the City.
43. Developer shall be responsible for funding the design and implementation of the setback fence, the planting and maintenance of native vegetation within the 23.4-acre buffer area, and the maintenance and monitoring of the milk-vetch population within the preserve area for a period of ten years. After the ten-year period, the level of management and monitoring shall be reduced to include minimal maintenance measures such as periodic clearing of debris, fence repairs, and removal of dead vegetation. These measures shall be included in the landscaping maintenance agreement for the proposed development project. Developer or its successors in interest shall bond with the City of Oxnard for the cost of the revegetation program for the buffer area and any required biology monitoring prior to the issuance of a Coastal Development Permit by the City.
44. Qualified personnel from the CDFG and USFWS shall have access to the Milk-vetch Preserve Area on the North Shore property, as agreed to and coordinated with Developer, in order to undertake botanical, physiological, and/or ecological studies of this plant species in an effort to gather additional information necessary to the successful establishment of off-site populations. Developer shall work with the CDFG to develop a scope of work that outlines the type and extent of the studies to be conducted on the site.
45. The applicant shall create sand dune habitat within the 23.4-acre milk-vetch buffer area or restore and enhance sand dune habitat on the Mandalay Beach Property in an amount equal to that amount (8 acres) of dune habitat removed on the North Shore Site.
46. Restoration of dunes on the Mandalay Beach Park Site shall consist of the removal of non-native and exotic plant species and the planting of dune indicator species native to the area. Planting shall be implemented in such a way as to create large, contiguous areas of dune habitat.
47. The applicant shall retain a qualified restoration biologist to develop a planting and restoration plan that includes the following:

- The specific plant species to be planted;
 - The quantity and location of the plantings;
 - Planting procedures, including the use of soil preparation and irrigation;
 - Tasks and schedule to maintain the plantings for a period of ten years;
 - Criteria by which to measure the success of the plantings; and
 - Contingency measures to be implemented in the event the plantings are not successful.
48. The planting and restoration plan described in the previous condition shall be reviewed and approved by CDFG and the City.
49. The proposed trail in the Linear Parkway to be provided parallel to the Reliant Energy canal shall be located further to the south and west away from the canal area and as close to the proposed housing lots as possible. In addition, shrubs and other vegetation shall be planted between the trail and the canal to serve as a visual buffer between human activity and wildlife associated with the canal. The design of the trail shall be reviewed and approved by the City and CDFG.
50. To reduce the potential impacts of increased sedimentation into the Reliant Energy canal, temporary erosion control measures shall be used, as necessary, during remediation and construction activities, consistent with the Waste Discharge Requirements issued by the RWQCB – Los Angeles Region. These measures shall include Best Management Practices as identified by the contractor, and may include methods such as the use of temporary silt fencing, berms, and dikes. The contractor shall also avoid degradation of the remaining on-site open space areas and the milk-vetch population through spillage of hazardous materials and discarded refuse. Refueling, changing of oil or other fluids, or discarding of any trash or other unwanted materials shall be at designated staging areas located a distance of 200 feet from the nearest residential property line. Vehicles carrying supplies, such as concrete, shall not be allowed to empty, clean out, or otherwise place materials into natural areas on, or immediately adjacent to, the site.
51. Appropriate actions shall be taken to control human activity around the Reliant Energy Canal, remaining open space areas on the site, and in or near the sensitive habitat areas south and west of the site. Specifically, interpretative signs shall be placed in appropriate locations along the edges of nearby natural habitat areas explaining the sensitivity of natural habitats and the need to minimize impacts on these adjacent areas.
52. Additionally, adequate fencing shall be provided between the edge of development and the banks of the Reliant Energy channel for the purpose of minimizing domestic animal presence in and along the channel. Fencing materials shall be of sufficient height and design to prevent domestic cats from climbing them.
53. To reduce the impacts of non-native plants colonizing adjacent native habitats, the landscaping plan for the proposed North Shore project shall be reviewed by a qualified biologist. Known invasive plants that frequently escape to native habitats shall be replaced

with an alternate non-invasive species. Preparation, review, and implementation of landscaping plans for the project shall include provisions for the control of invasive plant species. Landscaping plans subject to this requirement include erosion control plans, and any landscaping near natural areas.

54. Provisions for the control of invasive plant species shall include
- Review and screening of proposed plant palette and planting plans to identify and avoid the use of such species, especially near developed/natural interface areas;
 - Weed removal during the initial planting of landscaped areas; and
 - The monitoring for and removal of weeds and other invasive plant species as part of ongoing landscape maintenance activities. The frequency and method of monitoring for invasive species shall be determined by a qualified botanist. A list of plant species appropriate for inclusion in landscaping within private landowner lots, as well as a list of those species to avoid, shall be included in the Covenants, Conditions and Restrictions (CC&Rs) for the North Shore project in order to encourage landowners to utilize non-invasive plant species.
55. To reduce the impacts of light and glare from the proposed development onto nearby open space areas, light fixtures shall be shielded and oriented in a manner that will prevent spillage or glare into the natural areas.

Noise

56. On-site construction activities shall be limited to between the hours of 7:00 AM and 7:00 PM, excluding Sundays and holidays.
57. Contractor specifications shall include a provision for the maintenance of all construction equipment with a muffler in good working condition.
58. All construction staging areas shall be located as far as possible from existing residential uses.
59. Contractor shall prohibit off-site heavy truck activities in local residential areas.
60. Contractor shall provide staging areas on site to minimize off-site transportation of heavy construction equipment. Locate these areas to maximize the distance between activity and residential areas. At a minimum, the staging areas shall be located a distance of 200 feet from the nearest residential property line. This would reduce noise levels associated with most types of idling construction equipment by roughly 12 dB(A).
61. Contractor shall ensure that construction equipment is fitted with modern sound-reduction equipment.
62. When construction operations occur adjacent to occupied residential areas, the contractor shall implement appropriate additional noise reduction measures to the extent practical that include, but are not limited to, changing the location of stationary construction equipment,

shutting off idling equipment, notifying adjacent residences in advance of construction work, and installing temporary acoustic barriers around stationary construction noise sources.

63. As part of the proposed project design, a 6-foot-high masonry wall shall be constructed around the Project Site in proximity to noise sources including Berry Petroleum, agricultural operations, and along Harbor Boulevard and Fifth Street. This feature shall reduce existing and cumulative noise impacts to the proposed residential land uses to a less than significant level. No project-specific mitigation measures are required.
64. Where feasible and consistent with City standards, any paving or repaving of roads that must be conducted in conjunction with implementation of the proposed project or cumulative development shall utilize asphalt-rubber paving material consisting of 20 percent or more recycled rubber and 80 percent paving-grade asphalt. Studies have illustrated that such paving material will reduce traffic noise by as much as 3 to 5 dB(A).
65. Where feasible and consistent with City standards, speed limits on arterials experiencing significant noise impacts shall be reduced. Each 5 mph reduction in speed limits would decrease the CNEL level by about 1 dB(A).

Public Schools

66. All lawfully imposed school mitigation fees shall be paid.

Fire Protection

67. The City Fire Department has prepared a *Fire Protection Planning Guide* to provide a compilation of general development requirements which involve fire prevention and protection measures. All development within the City must comply with the requirements in this guide. All development is also subject to a detailed review by City Fire Department staff to ensure compliance with the requirements. Measures in the *Fire Protection Planning Guide* address development guidelines for various projects within the City and are meant as a guide for the design of projects. Specific measures for the project shall be identified during its design.
 - Implement the City Fire Department fire prevention recommendations through project design. This increases the level of fire prevention and allows for the fire department to better plan for calls that may be generated.
 - All roof materials provided on the Project Site shall be of non-combustible material.
 - Any fire safety devices provided within the project buildings shall be designed by a California Life Safety Specialist who is approved by the City.
 - All fire protection and alarm systems shall be maintained in accordance with City Fire Department guidelines by licensed, certified, or otherwise qualified personnel. Maintenance records shall be kept on site.
 - The project shall comply with all State of California fire requirements.
 - Addresses for each building shall be clearly identified on the front and rear of all buildings. Addresses at the rear of residences are not required if rear access is not provided.

- During construction, all fire hydrants, permanent all-weather surface roadways, curbs and gutters, shall be in place prior to combustible framing. All combustible framing shall be kept within 150 feet of an acceptable access road serviced with active fire hydrants.
- The City Fire Department shall be alerted to all temporary road closures or construction-related traffic restrictions to ensure that emergency vehicle access is not constrained in any way by construction activities.

Police Protection

68. As subdivision maps and site plans are submitted to the City for approval, they shall be subject to review by the City Police Department staff. The project shall incorporate the City Police Department's design requirements (such as those pertaining to site access, site security, lighting, etc.) which will reduce demands for police protection service to the site and which will help ensure adequate public safety. Cumulative development shall be subject to the same review as the proposed project.

Parks and Recreation

69. The City Code (Chapter 27, Article 12) requires that, as a condition of approval of any residential subdivision map, a developer shall either contribute land for the development of park sites or pay fees, according to a fee structure determined by the City, for the acquisition and development of park sites. Parkland acquired in this manner is based on a factor of 3 acres for every 1,000 residents. These "Quimby fees" are provided for under California Government Code Section 66477.

Solid Waste Management

70. Prior to project approval, a Waste Management Plan shall be prepared by the applicant and approved by the City Solid Waste Division. At a minimum, the Waste Management Plan shall address the following:
- Require that the markets for demolition and construction wastes are identified, and that the demolition and constructions wastes be recycled or re-used to the extent technically and economically feasible;
 - Require means of ensuring that demolition and construction wastes are recycled or re-used;
 - Require that recycled content building materials be used during construction to the extent technologically and economically feasible;
 - Require that at least 50 percent of construction wastes are to be diverted from the solid waste stream;
 - Require that residential builders provide a cabinet for recyclables in each dwelling unit;
 - Conform to the City's Source Reduction and Recycling Element; and
 - Is binding on the construction and operation of all future land uses within the project site.

Sewer Service

71. The project applicant and the City shall come to a mutual agreement that provides for full mitigation of project impacts to Trunk Sewers AN and AT (Victoria Avenue) prior to recordation of the tract map. Mitigation strategies may involve storing project-generated sewer until it can be conveyed during non-peak hours, or contribution of additional, in-lieu fees by the project applicant to the City to fund sewer line improvement at problem areas along Trunks AN and AT. In the event that the sewer improvements have been completed prior to issuance of building permits for this project, the developer shall pay sewer connection fees for the development's prorated share of the cost of these improvements.

Cultural Resources

72. A qualified Archaeological Monitor shall be present at the site during grading and earthwork activities. If any unpredicted cultural resources are uncovered during earthmoving activities, construction work shall stop immediately and the appropriate local and regional authorities shall be consulted.

PARKS SPECIAL CONDITIONS

73. Developer to contact Parks and Facilities to discuss details of and responsibilities for the proposed Community Facilities District.
74. Areas within the Community Facilities District are generally identified as lot A, lot B and lot AA on sheet 5 of the Tentative Map and include:
- Perimeter landscape frontage on 5th street
 - Landscaped medians on 5th street
 - Landscape frontage on Harbor Blvd.
 - Landscaped medians on Harbor Blvd.
 - Triangular shaped median south east of Harbor Blvd. at 5th street
 - Street lights on public streets
75. Developer shall provide to the Parks and Facilities Superintendent ("Superintendent") a Community Facilities Development district master plan drawn at an approved scale, clearly designating areas of maintenance responsibility assumed by: (a) Community Facilities District; (b) a homeowners association. After Superintendent approves such plan, Developer shall provide to Superintendent a mylar (minimum 3 mil) original drawing of the Community Facilities District Master Plan. (PK, PK-19).
76. All landscaping shall be consistent with the City Landscape Standards and as directed by the Parks and Facilities Division.

DEVELOPMENT SERVICES STANDARD CONDITIONS

77. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
78. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with Development Services. (DS-3).
79. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
80. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
81. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
82. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
83. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
84. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)

85. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no such map, then at the time of public improvement plan approval. (DS-17)
86. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
87. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, breezeways, parkways, landscaping, utilities, drainage facilities, and other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
88. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under the control of the Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
89. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
90. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
91. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
92. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized

agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

93. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
94. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
95. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
96. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)
97. In order to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way, Developer shall construct required drainage facilities concurrently with the rough grading operations, or with prior approval of the City Engineer, provide interim drainage improvements on a temporary basis. (DS-31)
98. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
99. Each lot shall drain into a street, alley, or approved drain so that there will be no undrained depressions. (DS-35)

100. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)
101. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
102. By title sheet dedication at the time of filing the subdivision map, Developer shall dedicate all water rights for the project property to City. (DS-39)
103. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
104. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time City issues building permits. There shall be no interconnections between structures. (DS-42)
105. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
106. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
107. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
108. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2020 General Plan, and any applicable specific plan. (DS-48)
109. Street and road improvements shall conform to City standards and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
110. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)

111. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, applying the appropriate traffic index specified in City standards. (DS-53)
112. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
113. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
114. Prior to release of the final map or parcel map for recordation, Developer shall post a bond or other security satisfactory to the City Attorney, guaranteeing that all monuments will be set as required by the Government Code and the City Code. (DS-57)
115. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
116. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
117. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)
118. Prior to City approval of any development improvement plans, Developer shall obtain approval signatures from Southern California Edison Company, Southern California Gas Company, General Telephone Company, and all cable television companies. (DS-63)
119. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
120. Developer shall provide a 105-gallon refuse container for each project property. Developer may not store refuse containers in the public right-of-way. (DS-67)
121. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
122. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

123. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

124. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a CD containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-101)

STORMWATER SPECIAL CONDITIONS

125. Developer's engineer shall provide detailed stormwater system calculations and plans. The design and sizing of all proposed stormwater improvements shall meet the needs of the ultimate specific plan build-out as well as the interim requirements of the proposed phase. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of each phase of the final map. (DS)
126. The onsite storm drain system (including stormwater quality best management practices) within the project and adjacent easements shall be privately owned and maintained. Maintenance responsibility for these facilities shall be included in the property owner's CC&Rs. Developer shall provide a draft copy of the CC&Rs for review prior to issuance of a site improvement permit. A copy of the recorded CC&Rs shall be provided immediately after recordation. (DS)
127. Developer shall relocate the storm drain system (e.g. Fin Circle, Barnacle Circle, Cayman Island Way) to eliminate the storm drain from crossing under the proposed landscape islands within the project. (DS)
128. Developer shall provide proof of recordation of an easement for stormdrain purposes for installation of the proposed stormdrain pipes within the Mandalay Canal. (DS)

STORMWATER QUALITY SPECIAL CONDITIONS

129. Developer shall comply with all National Pollution Discharge Elimination System ("NPDES") permit Best Management Practice requirements in effect at the time of grading permit issuance. (DS)
130. Prior to issuance of a grading permit, Developer shall submit, for the review and approval of the City Engineer, a Water Quality Control Plan (WQCP) for implementation during the construction phase of the project. The WQCP shall ensure that all approved development:

- a. Protect areas that provide important water quality benefits, that are necessary to maintain riparian and aquatic biota and/or that are particularly susceptible to erosion and sediment loss.
 - b. Limit disturbance of natural drainage features and vegetation.
 - c. Minimize the creation of impervious surfaces.
 - d. Reduce post-development loadings of Total Suspended Solids (TSS) so that the average annual TSS loadings are no greater than pre-development loadings.
 - e. Incorporate a combination of Best Management Practices (BMPs) best suited to reduce pollutant loading and minimize runoff and erosion. Source Control BMPs shall be emphasized over treatment BMPs where feasible. The BMPs utilized shall be designed to treat, infiltrate, or filter stormwater runoff to meet the standards of the 85th percentile, 24-hour runoff event for volume-based BMPs and/or the flow of runoff produced from a rain event equal to at least two times the 85th percentile, 1-hour event for flow-based BMPs.
 - f. Include construction phase erosion control and polluted runoff control plans.
 - g. Include post-development phase drainage and polluted runoff control plans designed to control runoff using natural drainage and vegetation to the maximum extent practicable.
131. Prior to issuance of a grading permit, Developer shall submit, for the review and approval of the City Engineer, a Water Quality Management Plan (WQMP) to evaluate the effectiveness of the WQCP in protecting the quality of surface and groundwater. The WQMP shall include, at a minimum, the following:
- a. Annual inspection and maintenance of the condition and operational status of all required BMPs. Major observations to be made during inspections shall include: location of discharges of sediment or other pollutants from the site; BMPs that are in need of maintenance; BMPs that are not performing, failing to operate, or inadequate; and locations where additional BMPs are needed. Verification of maintenance shall include the permittee's signed statement accepting responsibility for all structural and treatment control BMP maintenance until such time as the property is transferred and another party takes responsibility.
 - b. Monitoring to ensure that average annual TSS loadings are maintained at pre-development levels and do not exceed water quality standards. The WQMP shall specify sampling locations, sampling protocols, pre-development TSS levels and permitted standards for TSS. Monitoring shall be conducted annually for the first five years following the commencement of development and shall occur during the first significant storm event of the rainy season and each following month through the end of the rainy season. Following this initial monitoring period, monitoring shall be conducted at five-year intervals during the first significant storm event of the rainy season, provided average annual TSS loadings are determined not to exceed pre-development levels and/or water quality standards.

If it is determined that pre-development levels and/or water quality standards are exceeded, the permittee shall conduct annual monitoring for a period of at least five years, or until it is determined that pre-development levels and water quality standards for TSS are not exceeded. The permittee shall assess the potential sources of the excessive TSS loadings, including inadequate or failed BMPs, and take corrective actions to remedy the water quality impacts. Verification of monitoring shall include the permittee's signed statement accepting responsibility for all monitoring until such a time as the property is transferred and another party takes responsibility.

132. Developer shall design this tract to minimize degradation of storm water quality. Using Best Management Practices ("BMPs"), such as oil water separators, sand filters, landscaped areas for infiltration, detention basins, or approved equals, Developer shall intercept and effectively prevent pollutants from discharging to the storm drain system. The BMPs constructed for this project shall be designed and constructed in accordance with the requirements of the Ventura County Municipal Storm Water NPDES Permit (Board Order No. 00-108; NPDES permit No. CAS004002) issued to the City by the California Regional Water Quality Control Board and the Land Development Guidelines prepared by the Ventura Countywide Stormwater Quality Management Program. Prior to issuance of a site improvement permit, the storm water quality system design shall be approved by the Development Services Manager. (DS)
133. Developer shall locate manufactured structural stormwater quality devices subject to periodic maintenance adjacent to the street to or in other areas providing ease of access to facilitate maintenance. All access paths to devices shall be designed to accommodate heavy truck loadings as determined appropriate by the Development Services Manager. Type of device and location of devices are subject to approval of the Development Services Manager. (DS)
134. All storm drain inlets shall be provided with a placard available from the City stating "Don't Dump - Drains to Ocean" prior to Certificate of Occupancy in accordance with City requirements. The requirement to label catch basins shall be shown on the civil engineering plans prior to approval of the site improvement/grading permit. (DS)
135. Developer shall submit a National Pollutant Discharge Elimination System (NPDES) Best Management Practices Implementation and Maintenance Program ("the Program") for proposed stormwater quality BMPs. The Program shall specify maintenance requirements, responsible parties, anticipated costs and other pertinent information regarding continued long-term maintenance of all proposed stormwater quality devices. The Program shall include a requirement to clean on-site storm drain system a minimum of twice a year: once immediately before the first of October (the beginning of the rainy season) and once in January. The Program is subject to approval by the Development Services Manager. (DS)
136. Prior to the issuance of a site improvement/grading permit and/or commencement of any clearing, grading or excavation, the Developer/Owner shall provide verification of submittal of a Notice of Intent ("NOI") to the California State Water Resources Control

Board, Storm Water Permit Unit in accordance with the NPDES Construction General Permit (No. CAS000002): Waste Discharge Requirements for Discharges of Storm water Runoff Associated with Construction Activities. The Developer/Owner shall comply with all additional requirements of this General Permit including preparation of a Storm Water Pollution Prevention Plan ("SWPPP"). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to storm water and shall include the design and placement of recommended BMPs to effectively prohibit the pollutants from the construction site entering the storm drain system during construction. Verification shall consist of providing City with a copy of the letter from the State assigning a permit identification number to the NOI. A copy of the SWPPP and the NOI shall be maintained on the site and made available for City or designated representative to review upon request. (DS)

137. Developer shall design and construct the trail pathway to accommodate anticipated maintenance vehicles along the infiltration swales. (DS)
138. Developer shall design lot fine grading to drain stormwater to the street via surface swales in order to maximize infiltration. (DS)
139. Developer's engineer shall provide City with written confirmation that they have reviewed the landscape construction drawings within the infiltration swales and that the proposed landscaping conforms to SQUIMP standards for grass swale filters. (DS)

WASTEWATER SPECIAL CONDITIONS

140. Developer's engineer shall provide detailed wastewater system calculations and plans. The calculations shall include the proposed line in Fifth Street and the design of the proposed sewer lift station. The sewer main in Fifth Street shall be designed as a gravity line for as great a distance as is determined feasible by the Development Services Manager. The design and sizing of all proposed wastewater improvements shall meet the needs of the ultimate project build-out as well as the interim requirements of the proposed phase. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of each phase of the final map. (DS)
141. The onsite sewer system within private streets and driveways shall be privately owned and maintained. Maintenance responsibility for these facilities shall be included in the property owner's CC&Rs. (DS)
142. Developer shall obtain an encroachment permit from the County for construction of the portion of the sewer line within Fifth Street that is under County jurisdiction. Proof of the encroachment permit shall be provided to the City prior to issuance of a site improvement permit. (DS)
143. Developer shall obtain a sewer easement in favor of the City for all portions of the sewer line within Fifth Street outside of current City right-of-way. Sewer easement(s) shall be a

minimum of 15 feet wide. Wider easements may be required where the sewer line is deeper than eight (8) feet or access is determined by the City to require the wider easement. (DS)

144. Developer shall design the proposed sewer lift station to meet the City's public lift station standards. (DS)
145. Developer shall construct a vehicular access way connecting the proposed lift station to Fifth Street. Final location and design of the access is subject to approval of the Development Services Manager. (DS)
146. Developer shall construct sewer manholes within lot D and E with the manhole lid 18 inches above adjacent grade. (DS)
147. Developer shall locate sewer manholes to minimize the potential inflow of stormwater through the manhole covers by locating manholes away from drain inlets and flowlines. (DS)

WATER SPECIAL CONDITIONS

148. Developer's engineer shall provide detailed water system calculations and plans. The design and sizing of all proposed water improvements shall meet the needs of the project build-out as well as the interim requirements of the proposed phase. If upsizing of the water main in Harbor Boulevard or Fifth Street is required, Developer shall install a replacement water main that meets the requirements of the City's Water Master Plan. Any oversizing of the Harbor Boulevard or Fifth Street water mains is subject to reimbursement in accordance with City Code and the Subdivision Map Act. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of each phase of the final map. (DS)
149. Developer shall provide onsite fire hydrants such that all points of all structures are located within the City required distance of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. (DS)
150. Developer shall provide a water easement to the City over the proposed onsite domestic water system (including meters). The easement shall be dedicated to the City on each phase of the final map. (DS)
151. Developer shall install water meters with remote reading capability as specified by the City's Water Superintendent. (DS)
152. Developer shall connect the north-south oriented water mains within lot 184 to eliminate dead end water mains. (DS)

153. Prior to recordation of the subdivision map, Developer shall provide proof of annexation of the property to Calleguas Municipal Water District. (DS)

STREET SPECIAL CONDITIONS

154. Developer shall install disabled access ramps at each corner of each intersection and at other locations deemed necessary by the Development Services Manager in accordance with disabled access requirements. The amount of concrete used at these ramps shall be minimized as directed by the Development Services Manager. (DS)
155. Developer shall construct a minimum 6-foot wide sidewalk along Harbor Boulevard and Fifth Street. (DS)
156. Developer shall locate clustered mailboxes so that they do not encroach into the five-foot wide sidewalk. (DS)
157. Developer shall design and construct the Fifth Street and Harbor Boulevard improvements with the first phase of construction. (DS)
158. Developer shall design and construct the 15-foot wide trail surrounding the development to accommodate light vehicular traffic. (DS)

MISCELLANEOUS SPECIAL CONDITIONS

159. Construction of landscape, recreational, environmental and other improvements, including but not limited to landscaping, trails, retaining walls, sewer lift station, offsite sewer force main, and stormwater quality best management practices devices (such as gravity separators, grassy swales, etc.) within this project will necessitate the formation of a City maintenance assessment district whereby the expenses of maintenance and operation of the aforementioned and other improvements will be assessed upon the real property within the project. Developer agrees to cast all of its votes in favor of the formation of the district and in favor of the extent of such a district and in favor of the proposed assessment on property within the district. Developer shall enter into an agreement with the City, in a form to be approved by the City Attorney, establishing this condition as a covenant running with the land, which will be recorded. Developer shall insert such covenant, in a form approved by the City Attorney, in each deed of real property in the project granted by Developer. Developer shall sell or grant no property in the project until after maintenance assessment district has been formed and the property has been annexed into the maintenance assessment district. Sale of phases of the project to merchant builders may be approved with the submittal of documentation acceptable to the Development Services Manager guaranteeing formation of the district. Other arrangements guaranteeing construction and perpetual maintenance of the listed improvements at the expense of the property owners within the project may be approved as determined appropriate by the Development Services Manager. (DS)

160. Developer shall design all slopes steeper than 5 horizontal to 1 vertical with a minimum 2-foot wide level area (at both top and bottom of slope) adjacent to any wall, sidewalk, concrete trail, curb or similar improvement. This condition is not intended to affect locations where larger setbacks are currently shown on the project plans. (DS)
161. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Ordinances in effect at the time of approval of the tentative map. Prior to issuance of a site improvement permit, Developer shall post security satisfactory to the City Finance Director guaranteeing utility relocation. (DS)
162. Developer shall not dedicate lot B to the City but shall instead dedicate a landscape access and maintenance easement over lot B to the City. (DS)
163. Developer shall provide a pedestrian connection through the south portion of lot 73 that connects the sidewalk on Vane Drive with the 15 foot wide public trail within the linear park. (DS)
164. Developer shall provide a disabled compliant pedestrian crossing at the midpoint of the curve of the knuckle at the northwest corner of lot 112. (DS)
165. Developer shall provide a disabled compliant pedestrian crossing of Cayman Island Way at its intersection with Barnacle Circle. (DS)
166. Developer shall install utilities in the locations specified in City Standard Plates 120 and 121 unless mitigating circumstance approved by the Development Services Manager dictate deviation from the standard. (DS)
167. Developer shall increase the width of the disabled compliant pedestrian path at the northwest corner of the site to a minimum of 5 feet. (DS)
168. Developer shall design site grading to eliminate any stormwater from flowing over proposed retaining walls along Fifth Street or Harbor Boulevard. (DS)
169. Developer shall construct each phase of the map such that there will continuously be a minimum of two points of vehicular access provided to all developed portions of the project. The final location of the access points and the use of temporary driveways are subject to the review and approval of the Development Services Manager. (DS)
170. Developer may submit phased improvement plans corresponding to phased final maps. Extent of improvements with each phase is subject to the review and approval of the Development Services Manager. Temporary improvements such as vehicle turnarounds, barricades, waterline blow-offs, or other improvements may be required as deemed necessary by the Development Services Manager. (DS)
171. Notwithstanding any other conditions contained in this resolution, with prior written approval of the Development Services Manager, Developer may obtain a grading permit

for soil remediation and/or preliminary site grading prior to recordation of a final map or approval of complete infrastructure improvement plans. (DS)

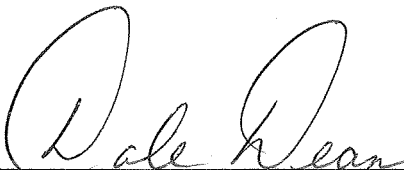
172. Developer shall prepare and implement a stormwater quality monitoring program ("Program") to evaluate the performance of BMPs within the project. The Program shall specify the pollutants of concern, reporting frequency, monitoring station locations, anticipated pollutant concentrations, thresholds of significant impact, and analytical approach for determining BMP effectiveness. The Program shall also establish facility management protocol in the event that discharge concentrations exceed the threshold of significant impact. The monitoring shall be conducted annually for the first five years following commencement of development and shall occur during the first significant runoff-producing storm event of each month within the rainy season. Following this initial five year monitoring period, monitoring shall be conducted at no greater than five-year intervals during the first significant storm event of the rainy season, provided average annual pollutant loadings are determined not to exceed the threshold of significant impact. If it is determined that pollutant loadings exceed the threshold of significant impact, Program shall begin annual monitoring (per the above requirements) until it is determined that the average annual pollutant loadings no longer exceed the threshold of significant impact. If the pollutant loadings exceed the threshold of significant impact, the property owners shall be responsible for funding of mitigations required to bring the discharge below the threshold. The Program shall be reviewed and approved by the Wastewater Superintendent. After initiation of this Program, the Wastewater Superintendent may alter the requirements of this condition to conform to City policies and practices regarding stormwater testing. Developer shall arrange to have all costs of this Program funded by owners of property within the project. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 19th day of May, 2005, by the following vote:

AYES: Commissioners Okada, Fischer, Medina, Sanchez, Lopez, Dean

NOES: None

ABSENT: Commissioner Pinkard


Dale Dean, Chairperson

ATTEST: 
Susan L. Martin, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,883

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5592 (PLANNING AND ZONING PERMIT NO. PZ 05-300-08), TO SUBDIVIDE FOUR PARCELS INTO 200 LOTS, LOCATED ON THE NORTH SIDE OF WEST FIFTH STREET AND ON THE EAST SIDE OF HARBOR BOULEVARD, (APNs 1830-010-335, 1830-010-385, 1830-010-705, 1830-010-725). SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY TRIMARK PACIFIC HOMES, L.P., 31111 AGOURA ROAD, SUITE 210, WESTLAKE VILLAGE, CA 91361.

WHEREAS, City Council has carefully reviewed Planning Commission Resolution No. 2005-30, recommending approval of Tentative Subdivision Map of Tract No. 5592 (Planning and Zoning Permit No. 05-300-08), for property located north of West Fifth Street and east of Harbor Boulevard, filed by Trimark Pacific Homes; and

WHEREAS, a final environmental impact report has been certified for this project, and an addendum thereto has been prepared, and the City Council has considered the final environmental impact report and the addendum before making its decision herein; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to recommend approval of the Tentative Subdivision Map is based is located in the Planning and Environmental Services Division of the City of Oxnard, and the custodian of the record is the Planning and Environmental Services Manager; and

WHEREAS, the City Council finds that the Tentative Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Map, the proposed site, and the design and improvement of the development requested are consistent with the General Plan and the City's Local Coastal Program; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems or conflict with any publicly acquired easements or access; and

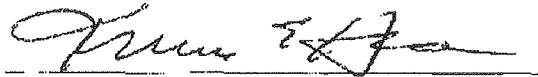
NOW, THEREFORE, the City Council of the City of Oxnard resolves that Tentative Subdivision Map for Tract No. 5592 is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2005-30.

PASSED AND ADOPTED this 14th day of June, 2005, by the following vote:

AYES: Councilmembers Zaragoza, Herrera, Holden and Maulhardt.

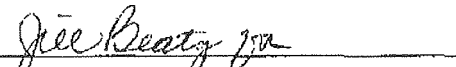
NOES: Councilmember Flynn.

ABSENT: None.

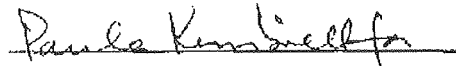


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

CCR07.WP6

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 05-300-08 (FINAL MAP FOR PHASE 1 OF TRACT NO. 5592-01) TO SUBDIVIDE 37.5-ACRES OF THE 90.26 ACRES OF TRACT 5592 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF WEST FIFTH STREET AND HARBOR BOULEVARD. FILED BY JOHN MELON WITH MPL PROPERTY HOLDINGS, LLC 4310 TRADEWINDS DRIVE, SUITE 600 OXNARD ,CALIFORNIA 93035.

WHEREAS, on March 10, 2005, Trimark Pacific Homes (the “**Applicant**” and/or “**Permittee**”) filed an a request to subdivide a 90.26-acre site known as North Shore at Mandalay Bay, located at the northeast of Harbor Boulevard and West Fifth Street (198 South Harbor Boulevard - APN 183-010-705; 725; 735; and 745); and

WHEREAS, on June 14, 2005, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 05-300-08 (Tentative Subdivision Map for Tract No. 5592) to subdivide a 90.26-acre parcel into 200 lots for subsequent development into 183 single family lots and 109 detached condominiums, open space, resource protection areas, local streets, easements and a public utility area (the “**Subdivision**”) in accordance with Section 15-40 of Oxnard City Code; and

WHEREAS, on May 19, 2005, the Planning Commission adopted Resolution No. 2005-30 approving Planning and Zoning Permit No. 05-300-08 (Tentative Subdivision Map for Tract No. 5592), contingent and effective upon approval of a Coastal Development Permit; and

WHEREAS, on September 15, 2005, the Planning Commission adoped Resolution No. 2055-66 approving Planning and Zonign Permit No. 05-400-04 (Coastal Development Permit), subject to certain findings and conditions; and

WHEREAS, on June 14, 2005, the City Council adopted Resolution No. 12,883 approving Planning and Zoning Permit No. 15-300-08 (Tentative Subdivision Map for Tract No. 5592), subject to certain findings and conditions; and

WHEREAS, Planning and Zoning Permit No. 05-300-08 (Final Map For Phase 1 of Tract No. 5592-01) has been submitted, together with the Subdivision Improvement Agreements proposed to be entered into in connection with the sudivision.

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

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 05-300-08 (Final Map For Phase 1 of Tract No. 5592-01) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

SECTION 2. Based on review of the City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the City Council hereby finds that: (i) Final Map For Phase 1 of Tract No. 5592-01 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, and every condition of conditional approval previously imposed upon the Tentative Subdivision Map for Tract No. 5592 (PZ05-300-08); and (ii) Final Map For Phase 1 of Tract No. 5592-01 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5592 (PZ05-300-08). Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 05-300-08 (Final Map For Phase 1 of Tract No. 5592-01) and authorizes its recordation.

SECTION 3. Planning and Zoning Permit No. 05-300-08 (Final Map For Phase 1 of Tract No. 5592-01) is hereby subject to those findings and conditions set forth in Planning Commission Resolution No. 2005-30, which are incorporated herein by this reference.

SECTION 4. The City Council hereby approves the Subdivision Improvement Agreements (Nos. A-7788 and A-7789) attached hereto as Exhibit A and B and authorizes the Mayor to execute such Agreements.

SECTION 5. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Map For Phase 1 of Tract No. 5592-01 stating that the City Council approved the Final Map For Phase 1 of Tract No. 5592-01 and that all offers of dedication shown on the Final Map For Phase 1 of Tract No. 5592-01 are accepted subject to improvement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

AYES:

NOES:

ABSENT:

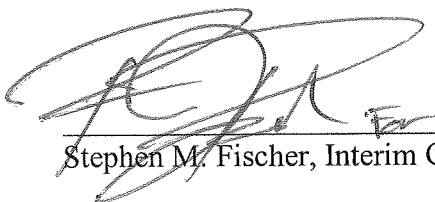
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: June 11, 2015
Tract No. 5592-01
Name of Subdivider: MPL Property Holdings, LLC
Address: 2392 Morse Avenue, Irvine, CA 92614

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with the subdivision of the above tract.

2. Construction of Improvements.

A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit A, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit A.

B. Subdivider agrees to construct and complete City's portion, if any, of the public improvements as set forth in Section 1 of Exhibit A. Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. The public improvements are public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Subdivider shall comply with all requirements of law applicable to such construction.

3. Repairs or Reconstruction. Subdivider shall promptly repair or reconstruct any portion of the public improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the improvements in order to protect such improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Developer agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions and policies.

5. Faithful Performance/Labor and Materials Security. Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

A. 100% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure satisfactory construction and completion of those public improvements.

B. 50% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the public improvements.

C. No changes or alterations may be made in the construction of the public improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

6. Release of Security. City agrees that the security furnished by the Subdivider shall be released in the following manner:

A. Security provided for the satisfactory construction and completion of the public improvements shall be released upon final completion and acceptance of such construction by Director, subject to the security retained to guarantee that the public improvements are not defective and to pay the costs of enforcement. On written application of Subdivider after partial completion of the construction and acceptance thereof, Director may release a portion of the security. Any partial release shall not be less than 25% or more than 75% of the total security until final completion and acceptance of the public improvements by Director.

B. Security for payment to any contractor, subcontractor, and/or persons furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the public improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. Guarantee of No Defects. Subdivider guarantees that the public improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City's costs of enforcing such guarantee. Subdivider's guarantee shall be secured by a security in a form approved by City Attorney equal to 25% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A.

8. Time for Completion.

A. Subdivider shall diligently commence and proceed with the construction so that the public improvements shall be completed and accepted within 12 months after execution of this Agreement by City.

B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider's construction or by labor disputes, fire, unavoidable casualties or other circumstances beyond Subdivider's control, Director, on written application of Subdivider, may extend the time for completion for a reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

D. If the estimated costs of construction of the public improvements have increased, Director may, as a condition of extending the time for completion, require Subdivider to increase the amount of security.

9. Breach of Agreement. Director may declare Subdivider in breach of this Agreement for any of the following reasons:

A. Subdivider does not diligently pursue completion of the public improvements, or any part thereof, or fails to complete the construction of the public improvements within the specified time;

B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider's creditors, or a receiver is appointed in the event of Subdivider's insolvency;

C. Subdivider or any of Subdivider's contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

10. Use of Security Upon Breach. After notifying Subdivider of Subdivider's breach of this Agreement, Director shall have the following rights with regard to Subdivider's security:

A. To demand that the surety immediately take over and complete the public improvements. The surety shall be obligated to comply with such demand within five days of receipt thereof.

B. To take over and complete the public improvements and use the security to provide for the entire costs thereof.

C. To take other appropriate action to cause the public improvements to be constructed at the expense of Subdivider or Subdivider's surety.

11. Indemnity. Subdivider agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Subdivider or its

agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider'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 Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf would be held strictly liable.

12. Insurance.

A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

B. Prior to commencement of any construction under this Agreement, Subdivider shall file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-Q. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-Q.

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

13. Severability. City and Subdivider agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. Waiver of Any Challenge. Subdivider's execution of this Agreement represents full acceptance of the benefits and the burdens associated with the approval of the subdivision of the above tract and Subdivider hereby fully and completely waives all claims, protests, or challenges concerning any fee, condition or obligation imposed by City in its approval of the subdivision.

15. Costs of Enforcement. Subdivider and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. Arbitration. Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City, under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. Waiver of Statute of Limitations. For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute or limitations as a defense to the obligations imposed by this Agreement.

18. Notices. All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to the City, c/o Development Services Director, 214 South "C" Street, Oxnard, California 93030-5738.

19. Amendments. City and Subdivider agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Subdivider.

20. Binding on Successors. Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. Entire Agreement. City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

MPL PROPERTY HOLDINGS, LLC



Dale Strickland, Authorized Signatory

APPROVED AS TO CONTENT:



Rob Roshanian

@ Development Services Manager

7-13-15

APPROVED AS TO INSURANCE:


Risk Management

EXHIBIT A
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5592-01

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 2007-30A
Planning Commission Resolution No. 2005-66 and 2005-30
City Council Resolution No. 12,883
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

Streets	-0-
Removals	-0-
Wastewater facilities – Lift Station	\$750,000.00
Water facilities	-0-
Storm Drain facilities	-0-
Monuments and related facilities	-0-
Grading	-0-
Underground existing utilities	-0-

7-13-15 **TOTAL** **\$750,000.00**

CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: June 11, 2015
Tract No. 5592-01
Name of Subdivider: MPL Property Holdings, LLC
Address: 2392 Morse Avenue, Irvine, CA 92614

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with the subdivision of the above tract.

2. Construction of Improvements.

A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit A, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit A.

B. Subdivider agrees to construct and complete City's portion, if any, of the public improvements as set forth in Section 1 of Exhibit A. Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. The public improvements are public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Subdivider shall comply with all requirements of law applicable to such construction.

3. Repairs or Reconstruction. Subdivider shall promptly repair or reconstruct any portion of the public improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the improvements in order to protect such improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Developer agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions and policies.

5. Faithful Performance/Labor and Materials Security. Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

A. 100% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure satisfactory construction and completion of those public improvements.

B. 50% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the public improvements.

C. No changes or alterations may be made in the construction of the public improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

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B. Security for payment to any contractor, subcontractor, and/or persons furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the public improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. Guarantee of No Defects. Subdivider guarantees that the public improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City's costs of enforcing such guarantee. Subdivider's guarantee shall be secured by a security in a form approved by City Attorney equal to 25% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A.

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B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider's construction or by labor disputes, fire, unavoidable casualties or other circumstances beyond Subdivider's control, Director, on written application of Subdivider, may extend the time for completion for a reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

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B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider's creditors, or a receiver is appointed in the event of Subdivider's insolvency;

C. Subdivider or any of Subdivider's contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

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agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider'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 Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf would be held strictly liable.

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A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

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15. Costs of Enforcement. Subdivider and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. Arbitration. Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City, under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. Waiver of Statute of Limitations. For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute or limitations as a defense to the obligations imposed by this Agreement.

18. Notices. All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to the City, c/o Development Services Director, 214 South "C" Street, Oxnard, California 93030-5738.

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20. Binding on Successors. Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. Entire Agreement. City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

MPL PROPERTY HOLDINGS, LLC

Tim Flynn, Mayor

Dale Srickland, Authorized Signatory

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

Rob Roshanian
Development Services Manager

APPROVED AS TO FORM:

7-13-15
APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Management

EXHIBIT A
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5592-01

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 2007-13A
Planning Commission Resolution No. 2005-30 and 2005-66
City Council Resolution No. 12,883
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

Streets	\$4,100,000.00
Removals	\$1,000,000.00
Wastewater facilities	-0-
Water facilities	\$75,000.00
Storm Drain facilities	\$1,100,000.00
Monuments and related facilities	\$20,000.00
Grading	-0-
Underground existing utilities	\$350,000.00
Landscaping	\$900,000.00

 **TOTAL** **\$7,545,000.00**
7-13-15



Meeting Date: 7/14/2015

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

Prepared By: Randy Latimer, Commander  Agenda Item No. I-7

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

DATE: June 29, 2015

TO: City Council

FROM: Jeri Williams, Chief of Police 
Police Department

SUBJECT: Approval of Agreements with Participants in the Oxnard Police Tow Program

RECOMMENDATION

That City Council authorize the City Manager to sign agreements for Towing Services with the participants in the Oxnard Police Garage program: Airport Towing (A-7799), Bob's Towing (A-7800), McCarty and Sons Towing (A-7801), McCulloch Towing (A-7802), Nachos Towing (A-7803), Owl Towing (A-7804), Oxnard Towing (A-7805) and Payless Towing (A-7806).

DISCUSSION

In 2010, after a Request for Proposals (RFP), the Oxnard Police Department established the Oxnard Police Garage Program (Program) with eight local tow companies. Through the Program the companies perform motor vehicle towing services for Police Department initiated service requests such as removing vehicles from accident scenes and storage of evidence impounds. Through these agreements, the City sets the maximum rates that may be charged to the public for towing services initiated by the Police Department.

The initial terms of the agreement was five years, with the provision for an extension for an additional period under renegotiated terms. The attached agreements are for three years and at the end of that term another RFP will be conducted. Longer terms are typically used for this type of agreement to allow participants to amortization over time the costs of towing equipment and local storage lots necessary to participate in the Program.

The City and towers have renegotiated the terms of the final extension. The terms are similar to the prior agreements but include new reporting requirements, set new rates for department initiated tow services and include discount storage rates of vehicles impounded for evidentiary purposes. The rates reflect the first upward adjustment since the Program began. However, the rates remain at the lowest

level of any city in Ventura County.

FINANCIAL IMPACT

The proposed agreements set maximum rates for police directed tow services and include a discounted rate for storage of evidence impounds. It is estimated that the City will pay less than \$10,000 for towing services (between the 8 companies) over the next year. There are sufficient funds in the General Fund budget to cover the cost of the agreements.

RL

- Attachment #1 - A-7799 Agreement for Towing Services with Airport Towing
#2 - A-7800 Agreement for Towing Services with Bob's Towing
#3 - A-7801 Agreement for Towing Services with McCarty & Son's Towing
#4 - A-7802 Agreement for Towing Services with McCulloch Towing
#5 - A-7803 Agreement for Towing Services with Owl Towing
#6 - A-7804 Agreement for Towing Services with Oxnard Towing
#7 - A-7805 Agreement for Towing Services with Payless Towing
#8 - A-7806 Agreement for Towing Services with Nacho's Towing

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Airport Chevron and Towing, Inc. d.b.a. Airport Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

ATTACHMENT NO. 1
PAGE 2 OF 22

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contractor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Dan McClaren as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

- a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.
- b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.
- c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.
- d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

- a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.
- b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.
- c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.
- d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.
- e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Airport Towing, 561 Buena Vista Avenue, Oxnard, CA 93030, Attention: Dan McLaren. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. **Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.**

CITY OF OXNARD

Airport Towing.

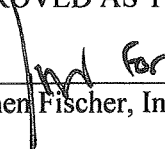
Greg Nyhoff, City Manager



Dan McLaren, Principle in Charge

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Jeri Williams, Chief of Police



Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge
Day \$90.00
Night \$100.00

(2) Towing
Day \$185.00
Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle
\$65.00

(2) Dropping Driveline or Axle
\$50.00

(3) Opening Locked Door
\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing
\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Bob's Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contactor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Kathleen Gean as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

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26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Bob's Towing, 1515 Mountain View Avenue, Oxnard, CA 93030, Attention: Kathleen Gean. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.

CITY OF OXNARD

Bob's Towing.

Greg Nyhoff, City Manager

Kathleen Gean, Principle in Charge

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

Cmdr. Randy Latimer, Project Manager

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Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle

\$65.00

(2) Dropping Driveline or Axle

\$50.00

(3) Opening Locked Door

\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing

\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and B.E. McCarty Inc. d.b.a. McCarty & Son's Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

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capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contactor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

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in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Brian McCarty as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

- a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.
- c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).
- d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).
- e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.
- f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

- a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).
- b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.
- c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
- d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: McCarty and Son's Towing, 1608 E. Fifth Street, Oxnard, CA 93030, Attention: Brian McCarty. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

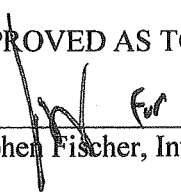
52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. **Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.**

CITY OF OXNARD

Greg Nyhoff, City Manager

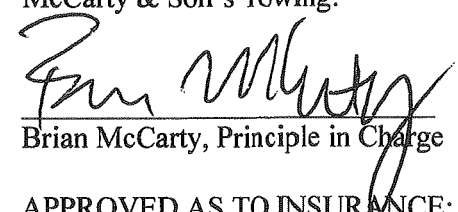
APPROVED AS TO FORM:

_____
Stephen Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Jen Williams, Chief of Police

McCarty & Son's Towing.

_____
Brian McCarty, Principle in Charge

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

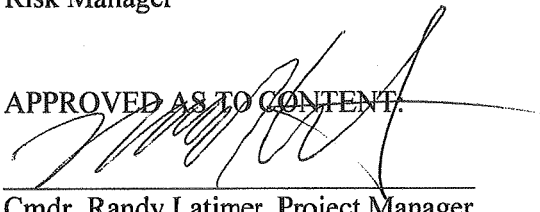
_____
Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge
Day \$90.00
Night \$100.00

(2) Towing
Day \$185.00
Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

• An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle
\$65.00

(2) Dropping Driveline or Axle
\$50.00

(3) Opening Locked Door
\$31.00

• This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing
\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and McCulloch Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

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Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

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capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contactor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Kevin McCulloch as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

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f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: McCulloch Towing, 1226 E. Fifth Street, Oxnard, CA 93030, Attention: Kevin McCulloch. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. **Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.**

CITY OF OXNARD

McCulloch Towing.

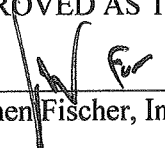
Greg Nyhoff, City Manager



Kevin McCulloch, Principle in Charge

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

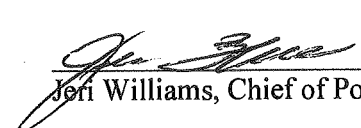


Stephen Fischer, Interim City Attorney

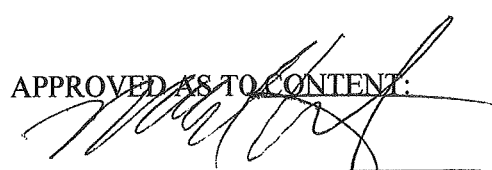
Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



Jeri Williams, Chief of Police



Cmdr. Randy Latimer, Project Manager

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Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle

\$65.00

(2) Dropping Driveline or Axle

\$50.00

(3) Opening Locked Door

\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing

\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

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AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Owl Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

- a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.
- b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.
- c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.
- d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.
- e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.
- f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.
- g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.
- h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contractor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

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in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Joseph Robert Glasby as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

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f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

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26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Owl Towing, P.O. Box 7332, Oxnard, CA 93031, Attention: Joseph Glasby. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.

CITY OF OXNARD

Owl Towing. & Storage, Inc.

Greg Nyhoff, City Manager

Joseph Glasby, Principle in Charge

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jen Williams, Chief of Police

Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle

\$65.00

(2) Dropping Driveline or Axle

\$50.00

(3) Opening Locked Door

\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing

\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

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Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

- a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.
- b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.
- c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.
- d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.
- e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.
- f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.
- g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.
- h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

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capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contractor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

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in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Adail Gayhart as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers:

Contractor shall, as a minimum, maintain the following information for each employee:

Full Name

Date of Birth

California Driver license number

Copy of valid medical certificate (if required)

Job title/description

Current home address

Current home phone number

Type of truck driver has been trained and instructed to operate

Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

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f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

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(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

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26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

- a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.
- c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).
- d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).
- e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.
- f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

- a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).
- b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.
- c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.
- d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Oxnard Towing, 720 Mountain View Avenue, Oxnard, CA 93030, Attention: Adail Gayhart. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.

CITY OF OXNARD

Oxnard Towing.

Greg Nyhoff, City Manager

Adail Gayhart, Principle in Charge

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jen Williams, Chief of Police

Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle
\$65.00

(2) Dropping Driveline or Axle
\$50.00

(3) Opening Locked Door
\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing
\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

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AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Payless Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

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1

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contactor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Saeed Atashbar as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

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relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Payless Towing, P.O. Box 6435, Oxnard, CA 93036, Attention: Saeed Atashbar. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

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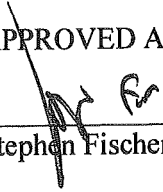
52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:



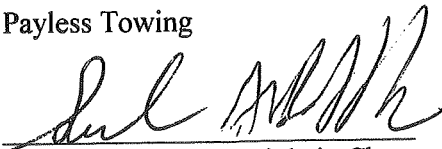
Stephen Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Jen Williams, Chief of Police

Payless Towing

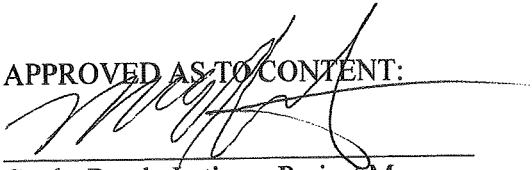


Saeed Atashbar, Principle in Charge

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:



Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

• An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle

\$65.00

(2) Dropping Driveline or Axle

\$50.00

(3) Opening Locked Door

\$31.00

• This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing

\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.

AGREEMENT FOR TOWING SERVICES

This Agreement for Towing Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2015, ("Effective Date") by and between the City of Oxnard, a municipal corporation ("City"), and Nacho's Towing ("Contractor").

WHEREAS, City desires to utilize Contractor to perform professional motor vehicle towing services ("towing services") for Oxnard Police Department ("Department") initiated service requests; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. Scope of Services

Contractor shall furnish City with professional motor vehicle towing and storage services in response to requests from the Department in accordance with the terms and conditions of this Agreement.

2. Coordination of Services

All services are to be coordinated with the Chief of Police or designee and shall be performed under the general direction of the Chief of Police or designee.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine. Contractor agrees that performing such services will not materially interfere with services to be performed for the City.

4. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

5. Standard of Performance

Contractor agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar contracting services.

6. Minimum Equipment

Contractor agrees to maintain the following minimum equipment during the term of this Agreement:

a. Tow Vehicles: Contractor shall have at least three (3) tow trucks, two of which are of a two-ton capacity or more and a third tow truck that will be a minimum one-ton, rollback carrier. Equipment shall be contemporary to minimize damage. Each tow truck shall be painted and marked as prescribed by the Department in addition to markings required by the California Vehicle Code. Contractor shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

b. Contractor's Name: Contractor's name, business address and business telephone number shall be displayed on both sides of all tow units in compliance with Vehicle Code section 27907.

c. Lights: Contractor's tow vehicles shall, at all times, be equipped with two headlights and tail lights as required by California law. Tow vehicles shall have a white utility light, adjustable or portable, and may be equipped with other lawful lights Contractor may desire.

d. Winch: Contractor's tow vehicles shall have a power-driven winch equipped with safety dogs or equivalent braking devices.

e. Booms: Contractor's tow vehicles shall have an adjustable boom with at least a two-ton capacity.

f. Communication equipment: Each tow unit shall have the capability of communicating by radio with the Contractor's dispatcher.

g. Additional Equipment: Contractor's tow vehicles shall be equipped with red flares or electronic equivalent, lanterns or reflectors, hand tools, crowbar, rope, broom, shovel, dustpan, trash can, fire extinguisher (dry chemical types), portable red tail light and stop light for towed vehicles, equipment for opening locked vehicles, safety snubbed chain and at least one set of dollies readily available at all times.

h. Uniforms: Tow unit operators shall be required to wear a Department approved uniform when performing services pursuant to this Agreement. Uniforms shall be neat, regularly cleaned, and professional in appearance.

7. California Highway Patrol (CHP) Inspection

Contractor's tow vehicles shall be annually inspected at a CHP inspection facility and shall display the current and appropriate inspection sticker. Contractor shall submit copies of the appropriate certificates of the inspection to the Chief of Police.

8. Lack of Sufficient Towing Capacity

An authorized City employee at the tow scene shall determine if greater towing capacity than the Contractor can provide is needed at the time and, if so, such employee may call upon any contractor

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capable of providing that towing capacity regardless of whether the contractor is under agreement with the City or whether the business is eligible at the time to respond to Department requests. The Contractor may not call upon an outside contractor without first consulting with an authorized City employee.

9. Business Facilities

a. Contractor shall have a business office and a storage lot located in the City. The business office and the storage lot must be a reasonable distance from public transportation, and the storage lot must be adjacent to Contractor's place of business. Contractor shall have storage space of at least 13,000 square feet in area to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall store motor vehicles and contents safe from pilfering. Contractor shall provide an enclosed garage area to accommodate not less than four (4) motor vehicles. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. Prior to the utilization of a new storage facility that was not listed on Contractor's application for official police garage listing, Contractor shall furnish the address of the new facility and obtain approval from the Chief of Police or designee for its use.

c. Contractor shall have a sign that clearly identifies the place to the public as a towing service at any fixed location where Contractor does business as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

d. For the purpose of this Agreement, Contractor's "normal business hours" shall not be less than 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturdays while on City rotation, Contractor shall post a sign prominently upon its gate informing any member of the public that if they need a vehicle released between 8 o'clock a.m. and 5 o'clock p.m., they should call a specific telephone number provided by the Contractor and the Contractor shall within one hour of the telephone call have a representative at the Contractor's business premises to release the vehicle upon presentation of appropriate documents. Contractor shall not charge an after-hours gate fee for this service.

These hours shall be followed except for the following State recognized holidays:

New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

e. Contactor's business hours shall be posted in plain view to the public.

f. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

g. The release of vehicles shall be conducted in accordance with local Department procedures.

h. The location of buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

i. The elevations of all buildings and structures on the primary storage lot and any secondary storage lot located in the City shall conform to all existing permits and to the Oxnard City Code.

j. Any minor change or minor increase in the extent of use or size of any building or structure on the primary storage lot and any secondary storage lot located in the City shall be in accordance with the Oxnard City Code.

k. The business interior improvements, primary storage lot, and any secondary storage lot located in the City shall conform to all applicable requirements of the California Fire Code, including access to all storage areas for ingress and egress.

l. Contractor shall not store any materials higher than eight feet above ground within any storage lot.

m. All vehicles delivered, loaded or unloaded on any storage lot shall be stored within the storage lot compound at the time of delivery, loading or unloading.

n. Contractor shall not permit any loading, unloading or storage of vehicles within any storage lot parking area or on public streets.

o. Vehicles in the custody of Contractor shall be parked only within a storage lot.

p. Contractor's primary storage lot and any secondary storage lot shall be enclosed by a fence suitable to the City and shall be maintained in good condition by the Contractor.

q. Contractor shall maintain or construct refuse enclosures in the primary storage lot and any secondary storage lot located in the City in accordance with the approved plate and standards on file in the Public Works Department.

r. Contractor shall maintain, construct and finish refuse enclosures described in subsection (q) above in a manner to match the major design element of the main building or structure on the storage lot.

s. Contractor shall not permit refuse enclosures described in subsection (q) above to be blocked by parking spaces or vehicles.

10. Primary Storage Facilities

a. The Contractor's primary storage facility shall be inspected and approved by the Department prior to use. Contractor shall have adequate storage space to accommodate at least 150 motor vehicles either under cover or well fenced. Contractor shall provide an enclosed garage area to accommodate no less than four (4) motor vehicles. The primary storage facility must be paved, clean, fenced for maximum security, and lighted during hours of darkness to afford distinct visibility to all portions of the facility. These minimum requirements may be increased by the Chief of Police or designee based on the need for additional space.

b. The primary storage facility shall be capable of accommodating all vehicles appraised in value in excess of two thousand dollars (\$2,000); all vehicles bearing modified equipment or cargo valued

in excess of five hundred dollars (\$500); and vehicles being held for forensic and/or evidentiary examination.

c. The location where a vehicle is stored within the primary storage shall be accurately recorded on the garage's impound records. Unobstructed access shall be provided to any stored vehicle. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor is responsible for the safekeeping of all vehicles in its custody, and the contents thereof, until such vehicles, and/or their contents, have been released to the properly interested person(s) or disposed of pursuant to the law. Security provisions shall be implemented at the primary storage facility to prevent the loss or theft of personal property or vehicle parts.

d. The primary storage facility shall have a segregated and secure area for the storage of vehicles held for forensic and/or evidentiary examination. Contractor will be required to take all reasonable precautions required by the Department to avoid damage to any evidence, such as fingerprints, fibers, or stains. Area shall be isolated from other storage areas and shall be covered and capable of providing protection from the natural elements. The investigative hold area shall be posted and cordoned off so as to prohibit entry by unauthorized persons as prescribed by the Department or its designee. The only persons authorized to enter an investigative hold area are employees of Contractor and concerned law enforcement employees. Contractor's employees shall not remove property from vehicles being held for forensic and/or evidentiary purposes. The investigative hold area's storage capacity shall be capable of fulfilling the maximum expectations of the Investigative Services Bureau being served. The structure must be permanent. No temporary or portable structures are permitted. The structure must be able to accommodate no less than four (4) motor vehicles.

e. Vehicles being held for violations of the following Vehicle Code ("V.C.") sections: 22651(o) (no current registration), 22651 (p) (unlicensed driver), 22651(i) (unpaid parking citations), or 10751 (o) (altered identification number) (hereafter referred to as "statutory holds") need not be stored in the investigative hold area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for forensic or evidentiary examinations. Contractor's employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Traffic Sergeant.

f. Vehicles impounded by the Department for investigation shall not be released to the owners without the prior approval of the appropriate agency. Vehicles impounded by the Department and held for payment of outstanding citations or lack of current registration shall not be released to the owner(s) without the prior approval of the Department.

g. Contractor shall obtain approval from the Department prior to the removal of any personal property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored or impounded vehicle. The requirement to obtain approval from the Department prior to the removal of personal property may be waived by the Chief of Police or designee. Contractor must utilize proper safeguards and procedures to protect personal property.

h. The Chief of Police or designee cannot waive this requirement in cases where the vehicle was held for evidence or investigation.

i. Upon approval from the Department, Contractor shall release personal property from an impounded vehicle at the request of the vehicle owner or agent.

j. Contractor shall not charge for the release of personal property during normal business hours. Contractor may charge an after-hours release fee of One-half (1/2) the towing rate for property released after normal business hours.

k. Personal property is considered to be items not affixed to the vehicle, such as papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools.

l. Contractor shall release cargo in a stored or impounded vehicle upon demand of the carrier or pursuant to a court order.

m. Contractor's primary storage facility shall be at the same location as the Contractor's business address. If Contractor's secondary storage facility and business address are not at the same location, the secondary storage facility shall be located within ten (10) miles of the City of Oxnard.

11. Secondary Storage Facilities

a. Secondary storage facilities shall only be used to store vehicles appraised under two thousand dollars (\$2,000) unless otherwise approved by the Chief of Police or his designee. All secondary storage facilities shall be fenced for security and lighted to afford the illumination of all stored vehicles. The requirements regarding safekeeping, release of personal property, recording of vehicles, and release procedures shall be the same as the primary storage facility. Vehicles impounded as evidence or investigation shall not be held at the secondary storage facility unless approved by the Chief of Police or his designee.

b. Contractors utilizing an approved secondary storage facility shall also comply with the following:

(1) Take two digital photographs of a vehicle prior to its transportation to a secondary storage facility. One photo shall be of the vehicle's front and driver's side, and the other photo shall be of the vehicle's rear and passenger's side. The vehicle photographs shall be offered for viewing to the vehicle's properly interested person(s).

(2) Return the stored vehicle to the primary storage facility within four (4) hours of the time tow and storage fees have been paid.

(3) Prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures for properly interested persons to remove unattached personal property from a vehicle or to view and photograph a vehicle within four (4) hours, excluding weekends and holidays, of such a request. The notice shall be approved by the Department.

(4) Systematically segregate stored vehicles by the respective contractor when a secondary storage facility is shared by two or more contractors.

(5) Distinctly sequester vehicles stored pursuant to this Agreement from other activities at the facility when the facility conducts business other than the storage of vehicles pursuant to this Agreement and insure that access to the stored vehicles is separate from that of the other business operation(s).

(6) Inventory all vehicles to be stored at the facility upon arrival. Such inventories shall consist of the same criteria required on a CHP 180 form, in addition to unattached personal property.

(7) Return any stored vehicle to the primary storage facility within four (4) hours from receipt of a request to do so by the concerned law enforcement employee. In instances where the law enforcement employee requests to inspect a vehicle at the secondary storage facility, Contractor shall, upon adequate prior notification, clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.

12. Principal in Charge

Contractor hereby designates Michelle Hernandez as its principal-in-charge and person responsible for necessary coordination with the Chief of Police or designee.

13. Hours

Contractor shall have an attendant on call, capable of responding to Department requests for towing services as well as being physically present at the Contractor's place of business from 8:00 a.m. to 6:00 p.m. Monday through Friday, on Saturdays according to the terms of section 9(d), and available for the release of motor vehicles to the public at all times, 24 hours a day, 7 days a week, 365 days per year.

14. Communication

Contractor's place of business shall be serviced by a private telephone line to receive Department requests for towing services. Use of the telephone line shall be restricted to towing service business and requests during the period of time the Contractor is eligible for Department requests.

15. Records

Contractor shall keep a record of the CHP 180 form of each towed or impounded vehicle and license number, date and time the vehicle was towed, location from which the vehicle was towed, name of police officer ordering the tow, and whether the vehicle was impounded or towed at the owner's request.

16. Maintenance and Inspections of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of the Contractor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Contractor 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.

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17. Financial Interest

a. Contractor shall not be directly involved in the towing-related business of any other towing contractor within the City. "Directly-involved" shall mean anything in common between contractors with regards to any of the following: (1) business licenses; (2) insurance; (3) tow truck or equipment ownership; (4) officers, directors or equity owners; (5) business premise; and (6) employees.

b. Any storage facility owned by Contractor, and shared with any towing contractor, shall only be approved for use if Contractor charges for the storage space, exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

18. No Subcontractors

Unless approved by the Chief of Police or designee, Contractor shall not subcontract the services provided under this Agreement.

19. Annual Meetings

The Chief of Police or designee shall conduct, at a minimum, an annual meeting with Contractor to discuss issues concerning tow rotation. The Chief of Police or designee shall deliver or mail a notice of this meeting to Contractor at least 30 calendar days prior to the meeting date.

20. Contractor Information

Contractor shall provide to the Chief of Police or designee the following business operation information in an appropriate form and maintain this information current during the term of this Agreement:

a. Name of Business: Whether Contractor is a proprietorship, partnership or corporation; a list of all parties having a financial interest in Contractor, including names and addresses; copy of any statement by domestic corporation or limited liability company; copy of fictitious business name, and the number of years Contractor has been established in the City.

b. Financial Statement: A list in general terms of the total amount of Contractor's investment in properties, including equipment as well as lots and buildings, together with a description of the expansion of Contractor's operations since originally established. If Contractor consider any submitted information a Confidential Trade Secret pursuant to California Civil Code § 3426.1, Contractor shall submit the information in two forms: 1) a complete and un-redacted form and 2) a form in which all Trade Secrets are redacted and clearly marked as such by the Contractor. It is understood by Contractor that the redacted form of the materials will be provided should a request be submitted to the City under the California Public Record Act. City will provide the Contractor with prompt prior written notice of any request that City disclose the Trade Secret information. Should any challenge arise related to the redacted disclosures, Contractor agrees to defend and indemnify the County in accordance with the procedures of Section 32. Should the process described above not be used, any information submitted by Contractor will be supplied in response to public record requests.

c. Experience: A list of the number of years and locations of Contractor's participation in similar towing services, together with any commendations or complaints received from government agencies in the conduct of business.

d. Stability: A statement of business activities of Contractor aside from participation in towing services.

e. Attendants and Drivers:

(1) Contractor shall maintain a current list of all attendants and drivers with the Department. Contractor shall notify the Department upon any change in driver's status, including the addition of any new drivers, or the deletion of any drivers. An updated list of drivers shall be provided to the Department within seven calendar days of any change in driver status.

(2) All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (234F). If a driver refuses to complete and sign this form, such driver shall not be permitted to respond to rotation calls.

(3) Attendants and Drivers: Contractor shall, as a minimum, maintain the following information for each employee:

Full Name
Date of Birth
California Driver license number
Copy of valid medical certificate (if required)
Job title/description
Current home address
Current home phone number
Type of truck driver has been trained and instructed to operate
Criminal background check on drivers before hire

f. Equipment: A description of the available equipment to be used in providing towing services, particularly in terms of comparative qualities or capacities as related to the minimum eligibility requirements.

g. Communications: A description of the facilities and attendants utilized in handling incoming requests for towing services and of the method of operation of the communications system between the place of business and operating tow vehicles, as well as the means, including personnel, utilized for ensuring prompt dispatch of tow vehicles following receipt of requests from the Department.

h. Other Facilities and Personnel Available: A list of all provisions for record keeping, back-up personnel and auxiliary services which may be required to carry out effectively a high level of towing services to the public.

i. Business Location and Storage Lot

(1) Primary Business Location: A statement of the location of the Contractor's primary business operation, including dimensions and type of facilities available.

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(2) Storage Lot: A statement of the location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection from theft that is afforded, and screening and maintenance provided at each lot.

21. Dispatching Requirements

a. City agrees to place Contractor on an Official Police Garage Motor Vehicle Tow Service Rotation List with other contractors. When selected by the Department, Contractor must respond to all requests for towing services for a period of consecutive days as determined by the Chief of Police or designee.

b. City agrees that all requests for towing services shall be made through the Department. Contractor agrees to respond to such requests within twenty (20) minutes of receipt thereof. If there will be a delay of greater than twenty (20) minutes in responding to a request for towing services, Contractor shall advise the Department of the delay. If Contractor is unable to respond to any Department request for service within twenty (20) minutes of the request, the Department may request towing services from another Contractor on the rotation list.

c. Contractor shall dispatch towing services from the place of business or a reasonable distance from the place of business as approved by the Department.

d. When Contractor is providing its consecutive days of towing services pursuant to the Official Police Garage Motor Vehicle Tow Service Rotation List and the Contractor is requested by the Department to provide services for a DUI Checkpoint, special event or event, Contractor shall be entitled to complete the services related to the special activity even if the provision of such services extends beyond the customary consecutive day period authorized by this Agreement.

22. General Rules of Operations

a. Removing Hazards and Vehicles: After being dispatched by the Department to the scene, Contractor's tow vehicle operator shall cooperate with any authorized City employee present in removing hazards and illegally parked vehicles from the street, and in the impounding of vehicles as requested. The authorized City employee shall determine when a motor vehicle should be impounded or moved, and the tow vehicle operator shall abide by the decision of the authorized City employee.

b. Tow Vehicle Markings: Contractor shall comply with Vehicle Code Section 27907 regarding signs on tow vehicles.

c. Disputes: If a dispute over a claim or bill of any nature arises and cannot be satisfactorily adjusted by the parties involved, the Police Chief, or designee, shall have full power to settle the dispute.

d. Ethics and Conduct: Contractor shall conduct its business in a lawful, orderly, ethical, and business-like manner and shall use every means to obtain and maintain public confidence.

e. Responsibility: Contractor shall be responsible for the acts of Contractor's employees while such employees are on duty. Contractor shall be responsible for any loss due to theft or damage to any vehicle while the vehicle is in the Contractor's custody.

f. Protection of Vehicles: Motor vehicles impounded by the Department for special investigations shall be held in maximum security by Contractor until cleared by investigating officers. Contractor shall not remove contents of motor vehicles with a Department "hold".

g. Motor Vehicles Impounded for Special Investigation:

(1) If motor vehicles are impounded by the Department for special investigations requiring towing and storage service not to exceed five (5) days, Contractor shall provide such services at no cost to the Department. If the storage of the motor vehicle exceeds five (5) days City shall pay storage fees of seven (7) dollars per day to Contractor beginning on the sixth (6th) day. If storage is required of an oversized commercial vehicle requiring more than one parking space, the fee shall be fourteen (14) dollars per day after the 5th day. At any time during the term of this Agreement, Contractor shall not be responsible to provide services pursuant to the terms of this paragraph for more than 5 total vehicles of which the maximum number of vehicles required for inside storage shall be 1 vehicle. If the Contractor has provided its maximum service under this subparagraph while the Contractor is on rotation, the City reserves its right to utilize the storage services of the next Contractors on rotation in rank order pursuant to the terms of this paragraph.

(2) When an impounded motor vehicle owned by a suspect in a special investigation incurs storage fees, such fees shall be paid by the suspect. Additionally, the City will also be responsible for payment of special investigation storage fees if the special investigation impound period exceeds 5 days and the vehicle was impounded pursuant to VC 22655.5.

h. Towing of Police Vehicles: If Department vehicles require towing and storage services not to exceed five (5) days, Contractor shall provide such services at no charge to Department. If storage of the motor vehicle exceeds five (5) days, City shall pay storage fees to Contractor beginning the sixth (6th) day. Towing at no charge shall only apply to the initial tow. Contractor shall also provide jump start, lock-out, and tire change service to Department at no charge within a 50-mile radius of the city center.

i. Supervision Checks: All Contractor's records, equipment and storage facilities shall be subject to periodic inspection by Department personnel.

j. Damage Appraisals: All motor vehicles stored or impounded, except motor vehicles with a Department "hold", as a result of a tow ordered by the Department shall be made available by the Contractor for inspection of the owner of the motor vehicle or representative, any insurance agent, insurance adjuster, or any body shop or motor vehicle dealer, for the purpose of estimating or appraising damage.

k. Access to Vehicles: Contractor agrees that stored or impounded motor vehicles subject to appraisal shall be accessible to Department personnel.

l. Reports:

(1) The "Official Police Garage Weekly Report" shall be submitted by Tuesday of each week. The report shall include a list of vehicles listed as "impound", the date each vehicle entered the storage facility, and total to date storage fees.

(2) The "Official Police Garage Monthly Report" shall be submitted by the fifteenth (15) of each month to the Department. The report shall include the follow information and be signed by the Contractor:

- A brief explanation of each tow undertaken at the request of City.
- Upon Department request, copies of invoices related to the towed vehicle (including towing and storage charges) regardless of the source of the payment.
- The disposition of all vehicles towed.
- A list of the tow unit operators that were employed by Contractor during any portion of the month.

m. Impound Hearings: Contractor shall post and maintain the Vehicle Impound Hearing Rights Sign, in a conspicuous location, clearly visible to the public. Contractor shall distribute a Vehicle Impound Hearing Rights Notice provided by the Department, and written directions indicating the location at which an impound hearing may be requested, to any person who has had a vehicle impounded and who requests an impound hearing.

n. Complaints:

(1) All complaints received or initiated by the City against Contractor or Contractor's employees, shall be accepted and investigated in a fair and impartial manner. Contractor and their employees shall cooperate with City investigators during the course of an investigation.

(2) Contractor shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

23. Fee Schedule

Contractor agrees that the rates and charges contained in Exhibit A, attached hereto and incorporate herein by reference, are the maximum that may be charged by Contractor and are effective upon authorized signature of the City.

24. Annual Fee Schedule Adjustment

The fees established for Service and Towing Charges in Exhibit A, sections a(1)-(2) shall be adjusted on an annual basis as follows:

- Services changes (day and night) under section a(1) shall be increased by three (3) dollars one year after the Effective Date and an additional three (3) dollars two years after the Effective Date.
- Towing changes (day and night) under section a(2) shall be increased by five (5) dollars one year after the Effective Date and an additional five (5) dollars two years after the Effective Date.

25. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services. City agrees to provide direction to Contractor as requested regarding particular project requirements.

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26. Term of Agreement

This Agreement shall begin on the Effective Date and have a term of three (3) years.

27. Compliance with Law

a. Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

b. Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination of this Agreement.

c. City personnel, as well as Contractor and their employees, shall not be offered nor accept gratuities pursuant to Vehicle Code section 12110(a).

d. Contractor nor their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Vehicle Code section 12110(c).

e. Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

f. Contractor or employee arrested/charged for a violation involving any of the above crimes should be suspended from the rotation list until the case is adjudicated.

28. Compliance with Agreement

a. Contractor agrees to comply with the terms and conditions of this Agreement. Furthermore, Contractor agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of Agreement).

b. A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the City and/or CHP has inspected the equipment and concluded the operator is in compliance.

c. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

d. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the City.

e. Allowing an incompetent tow truck driver to respond to a City call shall be cause for disciplinary action of the Contractor.

f. Contractor shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when Contractor may record a scene for tow related business reasons.

(2) In the event Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the City.

29. Disciplinary Action

a. The City shall take disciplinary action against Contractor for violations investigated and sustained. Furthermore, Contractor agrees that failure by the Contractor to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, or termination of the Agreement). The City shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

b. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

c. Nothing herein shall be deemed to prohibit the City from immediately suspending Contractor or terminating this Agreement for any of the following:

(1) Whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public (e.g., registered sex offender).

(2) A violation of equipment requirements, related to safety.

(3) Who has engaged in conduct constituting a flagrant violation of the Agreement.

d. Violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – Contractor may be skipped once in the rotation.

3) Third violation within a 12-month period – Contractor may be skipped up to twice in the rotation.

4) Fourth violation within a 12-month period – termination of the Agreement.

NOTE: Nothing may preclude the City from imposing a suspension for a first violation pursuant to section 29(c).

e. Violations of the terms and conditions of the Agreement which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) In lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.

(2) When considering disciplinary action for a major violation of the Agreement, the City should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

g. Contractor shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

30. Hearing/Appeal

a. A hearing shall be granted, upon Contractor's request, within ten (10) calendar days, when Contractor is served with disciplinary action.

b. City shall provide written notification to Contractor requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

c. A hearing shall be held as soon as practicable.

d. The hearing shall be conducted by the Police Chief or designee, and Contractor shall be entitled to present all relevant facts and circumstances in support of the Contractor's position.

(1) Contractor shall be entitled to present testimony of at least one qualified person. (i.e., representation by counsel or attorney.)

e. Contractor shall be notified in writing of the decision(s) within ten (10) business days of the date of completion of the hearing.

f. The decision(s) shall be subject to no further administrative appeal.

g. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of Contractor's conduct which is a danger to the motoring public or continues to violate the terms and conditions of this Agreement.

h. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City shall be final and the disciplinary action shall take effect upon written notification to Contractor.

31. Indemnity

a. To the fullest extent permitted by law, Contractor 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 Contractor, 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

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administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor'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 Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. Contractor's duty to defend as set forth in paragraph 31(a), above, is a separate and distinct obligation from contractor's duty to indemnify and shall be broadly interpreted to the fullest extent permitted by law.

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

32. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-T. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-T.

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

33. Independent Contractor

a. City and Contractor agree that in the performance of services pursuant to this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

34. Contractor Not An Agent

Except as Manager may specify in writing, Contractor, and its agents and employees shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

35. Conflict of Interest

Contractor shall promptly inform the Chief of Police or designee of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land that might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

36. Assignability of Agreement

Contractor agrees that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Chief of Police or designee, which consent may be withheld for any reason.

37. Successors and Assigns

Contractor and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Contractor and City.

38. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide City staff with access to and, upon request by the Chief of Police or designee, provide copies to the Chief of Police or designee of all of Contractor's records pertaining or

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relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

39. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

40. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

41. Covenants and Conditions

Contractor and City agree that each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

42. Governing Law

City and Contractor agree that the construction and interpretation of this Agreement and the rights and duties of City and Contractor hereunder shall be governed by the laws of the State of California.

43. Compliance with Laws

a. Contractor's tow vehicles and operators shall comply with Vehicle Code sections 12520, 24605, 25253, 25300, and 27700.

b. Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

44. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

45. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

46. Counterparts

City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

47. Mediation

Contractor and City agree that they will endeavor to settle any dispute or controversy relating to this Agreement, which they are unable to settle through direct discussions, by mediation administered by ADR Services, Inc. This section is intended to apply to contractual disputes and does not apply to any disciplinary action taken by City pursuant to sections 28(b)(c)(d) or (e) or 29(c) of this Agreement. If the parties cannot otherwise agree to a mediator or within seven (7) calendar days of the written demand for mediation by one party to the other in accordance with the notice provisions in this agreement, then a mediator shall be selected in accordance with the rules of ADR Services. The mediation shall commence within 21 calendar days of the demand for mediation. Mediation fees shall be equally divided among the parties. If either party files a legal action prior to the conclusion of mediation, that party shall forfeit any right under this agreement to attorney's fees and costs.

48. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

49. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

50. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Nacho's Towing, 677 Pacific Avenue, Oxnard, CA 93036, Attention: Michelle Hernandez. In conjunction with any such notice to the Contractor, notice will also be sent to Robert A. Ring, Esq. of Ring & Green by mail or personal delivery to Ring & Green 3435 Overland Avenue, Los Angeles, California 90034 or by email attachment to: rring@ringgreen.com.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 251 s. "C" Street, Oxnard, California 93030, Attention: Commander Randy Latimer.

51. Amendment

City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon in writing by both the City representative authorized to do so under the City's purchasing policies and Contractor.

52. Entire Agreement

City and Contractor agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. **Contractor hereby knowingly and intelligently waives any actions or remedies available or related to any prior agreements regarding the subject matter described herein.**

CITY OF OXNARD

Nacho's Towing

Greg Nyhoff, City Manager

Jose Ignacio Zavala

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

Cmdr. Randy Latimer, Project Manager

Exhibit A

Fee Schedule

Contractor agrees that the following rates and charges are the maximum that may be charged by Contractor. When separate day and night rates are specified, "day rates" apply to services initiated between 8:00 a.m. and 6:00 p.m., Monday through Friday. "Night rates" apply to services initiated between the hours of 6:01 p.m. and 7:59 a.m., and during weekends and holidays.

a. Roadside and Towing Services. The following rates shall be the maximum charged for the type towing services specified.

(1) Service Charge

Day \$90.00

Night \$100.00

(2) Towing

Day \$185.00

Night \$195.00

(3) Heavy Duty Towing (Described as a tow requiring a three- axle truck and a minimum tow capacity of 35 tons)
\$320.00 per hour

- An additional fee of \$6.00 per mile may be charged after the first five miles. Mileage is counted from the location of the initial tow to the location where the motor vehicle is deposited.

b. Miscellaneous Services. The following services are occasionally required to prepare a motor vehicle for towing. The following charges shall be the maximum charges for the services specified.

(1) Upright Overturned Vehicle

\$65.00

(2) Dropping Driveline or Axle

\$50.00

(3) Opening Locked Door

\$31.00

- This charge shall be assessed only if more than five minutes is required. Service shall be provided only upon department request.

(4) Changing Wheels in Preparation for Towing

\$42.00

(5) Cleaning Up Scene of Collision. When more than five minutes required:

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\$40.00 per ½ hour

(6) Standby Time/Extra Staff. When required because of the nature of the collision or when requested by the Department.

Day \$45.00 per ½ hour

Night \$50.00 per ½ hour

(7) Winching Time

Day \$65.00 per ½ hour

(½ hour minimum if towing involved)

\$107.00 if no tow involved

Night \$74.00 per ½ hour

(½ hour minimum if towing involved)

\$133.00 if no tow involved

c. Storage Charges. Contractor agrees that charges for motor vehicles stored or impounded as a result of a tow requested by the Department shall not exceed the following rates. City agrees that storage charges may be charged for the same calendar day, after the first four hours, in which towing services are provided.

(1) Outside Storage

Vehicles under 19 feet \$40.00 per day

Vehicles over 19 feet \$45.00 per day

(2) Inside Storage

Vehicles under 19 feet \$45.00 per day

Vehicles over 19 feet \$55.00 per day

d. After Hours Gate Fee. Contractor agrees that an after-hours gate fee may be charged not to exceed 50% of the nighttime towing rate. A gate fee shall not be charged during "normal business hours", nor shall a gate fee be charged on Saturdays between the hours of 8:00 a.m. and 5:00 p.m. when Contractor is on City rotation.

e. Moving Vehicle Fee. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

f. Title Search Fees. Contractor agrees that a \$35.00 title search fee may be charged after 3 business days. Contractor agrees that lien sale fees may be charged after 7 business days.



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

Prepared By: Kathleen Mallory, AICP, Project Planner

Agenda Item No. **J-1**Reviewed By: City Manager *GM*City Attorney *BT*Finance *me*

Other (Specify) _____

DATE: July 15, 2015**TO:** City Council**FROM:** Ashley Golden, Interim Development Services Director
Development Services Department *Golden*

SUBJECT: Planning and Zoning Permit (PZ) Nos. 11-300-07 (Tentative Subdivision Map for Tract No. 5745); 13-670-01 (First Amendment to Development Agreement Amendment); and Certification of Final Supplemental Environmental Impact Report (SEIR) No. 2014-01 for property bounded by Highway 101, Oxnard Boulevard, Union Pacific Railroad and North Ventura Road, commonly referred to as Wagon Wheel and/or The Village. Filed by Oakwood Communities, Inc., 64 Maxwell, Irvine, California 92618

RECOMMENDATION

That City Council:

1. Adopt a resolution certifying Supplemental Environmental Impact Report (SEIR) No. 2014-01 for Tentative Subdivision Map for Tract No. 5745;
2. Adopt a resolution approving Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745), subject to certain findings and conditions; and
3. Approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement No. A-7122) for the Village Specific Plan.

Discussion

In September 18, 2008, the City Council certified Final Environmental Impact Report (FEIR) No. 06-03 for the Village Specific Plan. In January 2009, the City Council approved the Village Specific Plan and associated discretionary permits, including Development Agreement No. A-7122, which granted development rights over the next 20-years. That approval allows for construction of 1,500 dwelling units, 50,300 square feet of commercial square footage, parks, open space, infrastructure, a transit center, and associated parking. All prior City Council approvals for the Project remain in effect. The proposed Tentative Subdivision Map (TSM) subdivides the Village Specific Plan site into 17 numbered lots and 19 lettered lots for development, public improvements, and open space previously entitled by The Village Specific Plan.

In compliance with the California Environmental Quality Act, Supplemental EIR (SEIR) No. 2014-01 was prepared to evaluate changes in environmental conditions since 2008 and to ensure that the TSM would not create any additional significant environmental impacts or substantially change previous mitigation measures. The SEIR focused on the following environmental topic areas: documented flood risk; water supply; air quality impacts and on-site grading and construction; and traffic and circulation impacts. The Draft SEIR was circulated for a 45-day public review period from December 23, 2014 to February 5, 2015. Eight public and agency comment letters in the form of emails and letters were received, as well as oral public comments at the January 15, 2015 Planning Commission meeting. Based upon the analysis contained in the SEIR for the TSM, all potential impacts have been mitigated to a level of insignificance. With imposition of mitigation measures from the 2008 certified Village Specific Plan FEIR and SEIR mitigation measures, impacts are fully mitigated.

At its meeting of April 2, 2015, the Planning Commission adopted Resolution Nos. 2015-15 (TSM, PZ 11-300-07) and 2015-16 (EIR - 14-01), recommending that the City Council certify the SEIR and approve the Tentative Subdivision Map for the Project (Attachments 1 - 2). The City Council TSM Resolution modifies certain conditions of approval modified since the Planning Commission hearing, which are identified with a note "Changes since PC Approval" (Attachment 4). Several of these changes were necessary to: provide greater clarity of the intent of the conditions; allow for formation of a Master Home Owner's Association; reflect final inspection rather than certificate of occupancy; and to reflect Developer's requests to modify the subject Development Agreement.

The Applicant requested modifications to the Development Agreement (DA), which are collectively referred to as the First Amendment to the DA. In negotiating the First Amendment, the City too has requested modification as noted below. The Applicant requests reductions, and or different payment timing, for several fees listed in the DA primarily to offset the Applicant's costs associated with construction of flood control improvements, which were not envisioned or required in the original Project entitlements. The flood protection improvements will not only benefit this Project, but the South Bank neighborhood as well. The Applicant is also requesting that the terms of the Amendment be extended 20 years from the effective date of the First Amendment to the DA. The following is a brief discussion of the requested DA modifications:

1. Santa Clara Flood Protection, First Amendment to DA:

A request to allow construction and occupancy of residential units that may be subject to a 1% chance (100-year) storm event during construction of the Ventura Road flood protection improvements.

- *Original DA Provision:* Construction of flood control improvement measures was not envisioned or required in the original DA approval.
- *Proposed DA Provision:* The DA will require the Developer to construct flood protection improvements along the Project's Ventura Road frontage to protect the land from inundation during a 100-year event. The Developer will provide flood improvements for approximately 400 acres south of the Union Pacific Rail Road (UPRR) for the City concurrent with or before the County Watershed Protection District Santa Clara River Flood improvements. Construction of improvements would be contingent upon issuance of building permits based upon the existing flood elevation in advance of flood protection improvements.

- *Impact to the City:* The modification to the DA and TSM conditions of approval that the Planning Commission reviewed would allow development to proceed in advance of flood control improvements being in place and would provide private/developer funding for needed flood improvements, which are estimated at \$5.9 million.
2. Interest Rate Maximum and Term Extension, Paragraph 4.5 of the DA:
- When the City makes off-site improvements, the Developer reimburses the City for that portion of the Project cost attributed to the Developer.
- *Original DA Provision:* The Developer must begin making reimbursement payments to the City with each building permit after the 544th unit (Capacity Limit) with a lump sum balloon payment of the outstanding balance (with any accrued interest) required on the 10th anniversary of the DA (February 3, 2019).
 - *Proposed DA Provision:* The reimbursement formula and any interest rate calculated would be capped at a 5%, at the time of interest calculation and would extend the maximum term of reimbursement to January 27, 2024 to coincide with the project delay.
 - *Impact to the City:* Infrastructure reimbursement payments would start with the 544th unit per the original agreement but the end date for the lump sum balloon payment would be extended approximately 5 years later than stipulated in the Original DA. The Developer's share of the costs for the improvements is approximately \$5.3 million, which the developer will still pay. The City would potentially carry the cost for improvements 5 years longer than stipulated in the Original DA.
3. Fire Truck and Station Upgrades, Paragraph 5 of the DA:
- *Original DA Provision:* In-lieu of paying any Capital Growth Fees in connection with the Project, Developer is required to pay to the City, on or before issuance of a building permit for the 750th Dwelling Unit, the purchase price of a fire ladder truck used by the City to respond to fires in a high-rise building. (This is anticipated to be \$1.25 Million in 2015 dollars).
 - *Proposed DA Provision:* Credit for Fire Department Impact Fees, would be replaced with a requirement that the Developer pay Capital Growth Fees to the City on a per unit basis due upon issuance of building permits, not to exceed a total \$2,850,000. In addition the Developer is requesting to cap the EIR Mitigation Monitoring Measure No. PS-1 (a) for one fire truck and associated fire station upgrades at a lump-sum payment on or before March 1, 2017 of \$300,000 for the design and construction of upgrades to the fire station to be paid within 18 months after the effective date of the First Amendment to Development Agreement.
 - *Impact to the City:* The Developer would pay up to \$2,850,000 in Capital Growth Fees, which would not be earmarked for a fire ladder truck. In addition the Developer would pay up to \$300,000 to satisfy mitigation measure PS-1 (a).
4. Development of the Property, Development Design Review, Paragraph 7 (C) of the DA:
- *Original DA Provision:* City and Developer to cooperate to expedite the Development Design Review process, and if necessary, expedite the entitlement review process for developments located in the project area.
 - *Proposed DA Provision:* All original provisions to remain. However, if the City concurs this amendment allows, the Developer to utilize and expedited plan check review process and establishes plan review timeframe, and fees.
 - *Impact to the City:* Use of consultants, if needed will ensure that other non-Wagon Wheel permits are not negatively impacts. Imposition of this fee will ensure full cost recovery to the City.

5. Limitation of Traffic Impact Fee Increase, Paragraph 7(d) of the DA

- *Original DA Provision:* The Original DA did not freeze any fees.
- *Proposed DA Provision:* The maximum amount of any Traffic Impact Fee increase would be capped at 10 percent (10%) above the rate then in effect on the date of issuance of the first building permit for a Dwelling Unit. Such term would sunset on July 1, 2021.
- *Impact to the City:* Financial impact to the City is unknown as we do not know when and how much this fee will increase within the requested five year period. The current fee for a residential unit is \$730 per vehicle trip (\$803 per trip cap with 10% increase) which was adopted in June 2007.

6. Financing Districts, Paragraph 7(g) of the DA:

- *Original DA Provision:* At Developer request, Developer shall consider forming one or more financing districts. The City shall have no obligation to form one or more financing districts. Requires favorable vote to form district(s).
- *Proposed DA Provision:* At City request, Developer agrees to form one or more financing districts. Establishes more clearly what is expected to be within the financing districts.
- *Impact to the City:* Ensures that financing districts are created and provides protection to the City should Homeowner Associations' go defunct or fail to maintain public and private improvements.

7. Quimby Fee Credit, Paragraph 8 of the DA:

- *Original DA Provision:* Developer is required to dedicate 4.41 acres for parks and recreation in turnkey condition, at which time the City issues Quimby credits. If sufficient credits are not in place on issuance of building permits, then the Developer pays Quimby Fees, and if park improvements exceed obligation City refunds Quimby fees to the Developer.
- *Proposed DA Provision:* Revises this section to clarify park acreage after refinement of specific plan boundaries, wherein the Developer shall develop and dedicate 4.27 acres of parks (Lots A-C), and identifies construction of a Multi-Use Path ("MUP") as a recreational amenity. Identifies that parties acknowledge and agree that the total Quimby Fees set forth are based on a total of 1,500 Dwelling Units.
- *Impact to the City:* Based on the City's Quimby in-lieu fee calculations for 1500 dwelling units, and the appraised land value per acre of \$401,294, the Quimby fee would have been \$3,598,000. The Developer estimates the park land, park improvements, and Multi-Use Path improvements will cost \$4,643,557. Therefore, the City is receiving higher valued park improvements within the parks and MUP.

8. Trash Truck Purchase, Paragraph 15.1 of the DA:

- *Original DA Provision:* Upon the issuance of each of the 500th, 750th, and 1000th building permit, Developer shall pay City \$233,333.00 towards the purchase of new trash trucks, for a total payment of \$699,999.00.
- *Proposed DA Provision:* DA Paragraph 15.1, Trash Truck Purchasing, would be deleted and replaced with the following: "Reserved."
- *Impact to the City:* The City would not receive approximately \$700,000 for purchase of a new trash truck; however, the environmental resources rates should cover the costs of any needed trash truck permit and the Developer proposes to pay the Golf Course fee sooner than in the original DA (see No. 11 below). In lieu of this requirement the Developer proposed to pay a

lump sum payment of \$550,000 in June which coincides with the City's next payment on the golf course debt.

9. Santa Clara River Trail Payment, Paragraph 15.2 of the DA:

- *Original DA Provision:* Developer participates, plans, and pays \$120,000 towards design costs Santa Clara River trail (SCRT). Prior to issuance of a Certificate of Occupancy for the 1000th residential dwelling, the Developer constructs the Santa Clara River Trail Improvements along the Project frontage as specified by the Santa Clara River Master Plan.
- *Proposed DA Provision:* Developer will contribute \$120,000 toward the planning and design of SCRT or, a multi-use path (MUP) extension beneath the Caltrans Highway 101 Bridge on Ventura Road and will be granted Air Quality Fee credits for the value of the land and construction costs reasonably incurred for the subject SCRT or MUP.
- *Impact to the City:* In the original DA, the Developer was responsible for up to \$120,000 associated with construction of the SCRT Improvements along the Project frontage. This will not change. Under the Amendment, the Developer is given the option to contribute this amount for either the design of the SCRT or the MUP extension beneath the Caltrans Highway 101 Bridge on Ventura Road. Section 8 of the original DA provided for the credit of Air Quality Fees, so there is no net financial impact of this modification.

10. Highway 101 Mainline Improvements Paragraph 16.2 of the DA:

- *Original DA Provision:* Developer is required to pay a fair share in lieu fee toward future Highway 101 southbound mainline improvements from Oxnard Boulevard to Central Avenue if the City or another agency adopts a fee to fund this improvement.
- *Proposed DA Provision:* DA Paragraph 16.2, Highway 101 Mainline Improvements, would be deleted and replaced with the following: "Reserved."
- *Impact to the City:* The required Highway 101 Mainline Improvements were not a required mitigation measure; nor were they identified within the Supplement EIR. The City has not received any comment letter from Caltrans or County Transportation Agency stipulating this requirement and this requirement has not been imposed on other projects that were approved since City Council action on the Original DA. Impact is negligible.

11. Golf Course Development Fee, Paragraph 16.3 of the DA

- *Original DA Provision:* Developer pays a total of \$4,849,200 over the life of the Project (based on calculation of \$7,184 each for 675 for sale market units). The payment schedule would be \$9,698.40 for each unit above the 1,000th building permit, up to 1,500 units. Based upon the developer's construction phasing timeline dated June 2, 2015 the first monies would come to the city in approximately Quarter 2 of 2018.
- *Proposed DA Provision:* The Developer would pay a lump sum payment of \$550,000 by June 1, 2016 and \$4,382.83 for each of the 559 for-sale unit building permit. This represents a total of \$3,000,000 over the life of the Project.
- *Impact to the City:* Although there is a \$1,849,200 overall reduction in the total payment and a reduction in the fee per unit, the Amendment gives immediate cash to the City, allowing the City to repay the golf course debt sooner. The Developer agreed to the lump sum \$550,000 payment by June 1, 2016 to coincide with the City's next payment for the golf course debt, and in-lieu of payment for trash trucks (see No. 7 above).

12. Metrolink Train Platform, Paragraph 16.4 of the DA

- *Original DA Provision:* Developer participates in planning the Metrolink Rail Platform in Planning Area 19 and pays \$120,000 towards design costs.
- *Proposed DA Provision:* Sets an end date of January 31, 2017 for the requirement to participate in a Metrolink platform within the Project, but allows for the City to impose standard transit requirements that will include design and installation of secure bicycle storage, park and ride parking stalls, and turnout for Metrolink shuttle service.
- *Impact to the City:* Potential reduction in any future expanded Metrolink Services if Ventura County Transit Commission (VCTC) doesn't commit to this location by the above date. However, VCTC has indicated that this stop is too close to the Ventura and Downtown Oxnard stops.

This proposed Development Agreement Amendment does not change the use or intensity of land uses on the site, and is consistent with the Project that was evaluated by the EIR and SEIR. The fee adjustments, date extensions and waiver of requirements do not create any additional environmental impacts not previously analyzed in the EIR or the SEIR.

FINANCIAL IMPACT

The original DA resulted in payment of approximately \$8.8 million dollars. The Developer is requesting reduction or a change to payment terms for several fees listed in the DA to offset the Developer's costs associated with upfront construction of flood control improvements (\$5.9 million) which were not envisioned or required during the original Project entitlements. The First Amendment to the DA would result in approximately \$12,050,000 paid to the City over the life of the Project for the First Amendment DA fees. The fees were intended to offset impacts to the City associated with the Project.

(KM.AG)

- Attachment #1 - Planning Commission Staff Report with attachments
#2 - Planning Commission April 2, 2015 Action Minutes
#3 - City Council SEIR Resolution
#4 - City Council TSM Resolution
#5 - Development Agreement A-7122, January 27, 2009
#6 - First Amendment to Development Agreement No. A-7122
#7 - Ordinance, DA Amendment

Note: Attachment 1 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

CITY OF OXNARD PLANNING COMMISSION AGENDA

AGENDA REVIEW MEETING

REGULAR MEETING

Council Chambers, 305 West Third Street

Thursday April 2, 2015, 7:00 p.m.

- A. **ROLL CALL** All present
- B. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES**
- C. **PUBLIC COMMENTS- On Items Not On The Agenda**

At this time, a person may address the Planning Commission on matters within the jurisdiction of the Planning Commission, including information/consent items and any item not appearing on the agenda. The Chair shall limit public comments to three (3) minutes. The Planning Commission cannot take action on any item presented during public comments that is not on the agenda and such item may only be referred to Commission Secretary. Persons wishing to speak on public hearing items should do so at the time of the public hearing.

- D. **READING OF AGENDA**
- E. **CONSENT AGENDA**

Items listed under the Consent Agenda may be enacted by one motion and one vote. If discussion is desired, an item may be removed from the Consent Agenda and will be considered individually.

- 1. **APPROVAL OF MINUTES – March 19, 2015 (Continued)**

- F. **CONTINUED PUBLIC HEARINGS**

- G. **NEW PUBLIC HEARINGS**

- 1. **PLANNING AND ZONING PERMIT PZ NO. 11-300-07 (Tentative Tract Map No. 5745) and Supplemental Environmental Impact Report (No. 2014-01) for the previously adopted Village Specific Plan project area.** Tentative Tract Map for Tract No. 5745 is a request to subdivide The Village Specific Plan area in substantial conformance with the previously adopted specific plan by creating 17 numbered lots and 19 lettered lots for development, public improvements, and open space previously entitled by The Village Specific Plan. The 62-acre specific plan area is located in the western portion of Ventura County, near the northern edge of the City of Oxnard, and is bounded by the Ventura Freeway (Highway 101) to the north, Oxnard Boulevard to the east, the Union Pacific Railroad (UPRR) and El Rio Drain to the south, and North Ventura Road

and the Santa Clara River to the west. Filed by Oakwood Communities, Inc., 64 Maxwell, Irvine, CA 92618.

PROJECT PLANNER: Kathleen Mallory

ACTION: Approved 2015-12 (Map); 2015-13 (EIR)

2. PLANNING AND ZONING PERMIT 14-500-03 (Special Use Permit); PZ NO. 14-535-02 (Density Bonus); PZ NO. 14-300-04 (Tentative Tract Map), a request to subdivide two parcels and develop a 1.82-acre vacant thru-lot with five, three-story structures with a total of 40 attached two- and three-bedroom dwellings (32 market rate and 8 affordable [20% of the total dwellings]) and site improvements and amenities located along Saviers Road and Courtland Street (5557 and 5527 Saviers Road) with. The project includes a density bonus request for 7 dwelling units in addition to the 33 dwelling units allowed by City Code under the R-3 standards (a 21.2% density bonus). The proposal includes a request for two concessions (building separation, and interior yard space) in accordance with State density bonus law. The project is exempt from environmental review under Section 15332 of the California Environmental Quality Act (CEQA) Guidelines. Filed by Henry Casillas of Aldersgate Investments, LLC. on behalf of Apchanco 18, LLC, 8213 White Oak Avenue, Rancho Cucamonga, California 91730 (the "Applicant").

PLANNER: Jasch Janowicz

ACTION: Denied

3. PZ NO. 14-550-02 (Major Modification to SUP No. 05-500-02), a request to construct and operate a new drive-through self-serve car wash in the northwest corner of the Lowe's Shopping Center on a 1.57 acre site located at 1971 N. Oxnard Boulevard adjacent to the existing O'Reilly Auto Parts store. The car wash project would involve the demolition and reconstruction of a portion of the parking lot used by O'Reilly Auto Parts, construction of a 4,675 square foot car wash building, 19 covered parking stalls for vacuum stations including 1 van accessible parking stall, 4 employees parking stalls including 1 van accessible stall, associated vehicle circulation improvements, and landscaping. The Project is exempt from environmental review under Section 15303 (c) of the California Environmental Quality Act (CEQA) Guidelines. Filed by Robert Vermeltfoort of VAI Architects, Inc. on behalf of Upside Oxnard, LLC, 23875 Ventura Boulevard, Suite 101, Calabasas, California 91302 (the "Applicant").

PROJECT PLANNER: Jasch Janowicz

ACTION: Denied

H. REPORTS; STUDY SESSION

I. PLANNING COMMISSION BUSINESS

J. PLANNING MANAGER COMMENTS

K. ADJOURNMENT @ 10:47 pm

FUTURE MEETINGS

Thursday, April 16, 2015, 7:00 p.m., City Council Chambers

Thursday, May 7, 2015, 7:00 p.m., City Council Chambers

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CERTIFYING FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT (SEIR) NO. 14-01 FOR TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5745, APPROVING THE FINDINGS OF FACT, AND APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5745, LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST (APN'S 139-0-022-015; 139-0-022-030; 139-0-022-040; 139-0-022-060; 139-0-022-140; 139-0-022-165; 139-0-022-175; 139-0-022-185; 139-0-022-190; 139-0-022-200; 139-0-022-215; 139-0-022-225; 139-0-022-235; 139-0-022-245; 139-0-022-255; 139-0-022-265; 139-0-022-275; 139-0-170-015; 139-0-170-025; 139-0-170-030; 139-0-170-045; 139-0-170-055; 139-0-170-095; 139-0-161-025; 139-0-161-035; 139-0-162-040; 139-0-162-075; 139-0-162-085; 139-0-150-110; AND 139-0-150-135). FILED BY OAKWOOD COMMUNITIES, INC., 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, on December 16, 2011, Oakwood Communities, Inc. submitted a request for approval of Tentative Subdivision Map for Tract No. 5745, located near the northwester edge of the City of Oxnard, and bounded by Highway 101 to the north, Oxnard Boulevard to the east, the Union Pacific railroad and El Rio drain to the south, and North Ventura Road to the west (APN'S 139-0-022-015; 139-0-022-030; 139-0-022-040; 139-0-022-060; 139-0-022-140; 139-0-022-165; 139-0-022-175; 139-0-022-185; 139-0-022-190; 139-0-022-200; 139-0-022-215; 139-0-022-225; 139-0-022-235; 139-0-022-245; 139-0-022-255; 139-0-022-265; 139-0-022-275; 139-0-170-015; 139-0-170-025; 139-0-170-030; 139-0-170-045; 139-0-170-055; 139-0-170-095; 139-0-161-025; 139-0-161-035; 139-0-162-040; 139-0-162-075; 139-0-162-085; 139-0-150-110; AND 139-0-150-135) (the "**Project**"); and

WHEREAS, on September 18, 2008, the Planning Commission of the City of Oxnard ("**Planning Commission**") conducted a duly noticed public hearing and certified Final Environmental Impact Report (Final EIR) No. 06-03 (State Clearinghouse No. 2006101099), and the City Council of the City of Oxnard ("**City Council**") has considered the Final EIR before making its decision herein; and

WHEREAS, on January 2009, the City Council approved the entitlement permits for the Village Specific Plan. Approvals included Planning and Zoning Permit Nos. 06-620-03 (General Plan Amendment); 06-570-05 (Zone Change); 06-670-02 (Development Agreement and Owner Participation Agreement); 06-300-08 (Tentative Subdivision Map); 08-630-02 (Specific Plan Amendment); and 06-260-01 (Mobile Home Closure Permit); and

WHEREAS, the Planning and Environmental Services Division determined that a Supplemental Environmental Impact Report (SEIR) should be prepared as a result of the Project due

to the fact that the City has obtained new information, which was not known and could not have been none at the time the City certified the aforementioned Final EIR, leading to substantial changes with respect to the circumstances under which the Project will be undertaken; and

WHEREAS, a Notice of Preparation (NOP) of a Draft Supplemental Environmental Impact Report (DSEIR) was issued on December 23, 2014, soliciting public input regarding a SEIR for the Project; and

WHEREAS, a DSEIR reflecting input received in response to the NOP was prepared and released for public and agency review on December 23, 2014; and

WHEREAS, the public comment period on the DSEIR ran for forty-five (45) days commencing on December 23, 2014 and ending on February 5, 2015; and

WHEREAS, on January 15, 2015, the Planning Commission held a duly noticed public hearing to receive and review all written and oral comments related to the DSEIR; and

WHEREAS, after the close of the comment period on the DSEIR, the Project was modified as set forth in the response to comment document and Chapter 2, Corrections and Additions to the SEIR; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final SEIR No. 14-01 containing all comments received on the DSEIR, written responses to all substantive comments, and necessary changes to the text of the DSEIR; and

WHEREAS, Final SEIR No. 14-01 was mailed to commenting agencies, organizations and individuals and made available for public review on or before April 2, 2015; and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the City prepared Final Supplemental Environmental Impact Report (Final SEIR) No. 14-01 containing all comments received on the DSEIR, written responses to all substantive comments, and necessary changes to the text of the DSEIR; and

WHEREAS, on April 2, 2015, the Planning Commission considered a Tentative Subdivision Map for Tract No. 5745 of the Village Specific Plan, filed by Oakwood Communities, Inc.; adopted a resolution recommending City Council approval of Planning and Zoning Permit Nos. 11-300-07 (Tentative Subdivision Map for Tract No. 5745); and adopted a resolution recommending that: (a) the City Council of the City of Oxnard certify Final SEIR No. 14-01 as adequate, complete and in compliance with CEQA and the State CEQA Guidelines; (b) approve the findings of fact in satisfaction of State CEQA Guidelines Section 15091; and (c) approve the Mitigation Monitoring

and Reporting Program contained in the Final SEIR in satisfaction of State CEQA Guidelines Section 15091(d); and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the Final SEIR is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2015-13 recommending approval of SEIR 14-01; and

WHEREAS, on July 28, 2015, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745), 13-670-01 (First Amendment to Development Agreement No. A-7122) and considered certification of Final SEIR 2014-01 pursuant to the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds that:

- (a) Final SEIR No. 14-01 tiers off the original certified Final EIR No. 06-03.
- (b) Notice of the City Council hearing on the Project and Final SEIR No. 14-01 was given as required by law and the actions were conducted pursuant to the Subdivision Map Act, the Oxnard City Code, CEQA and the State CEQA Guidelines.
- (c) All individuals, groups and agencies desiring to comment were given adequate opportunity to submit oral and written comments on the Project and the DSEIR. These opportunities for comment meet or exceed the requirements of the Subdivision Map Act, the Oxnard City Code, CEQA and the State CEQA Guidelines.
- (d) All comments submitted during the public review and comment period on the DSEIR were responded to adequately, including any late comments submitted.
- (e) No new comments or information have been submitted during the City Council hearing on the Project and Final SEIR No. 14-01 that would change the analysis or conclusions of the Final SEIR.

SECTION 2. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council hereby: (a) certifies (1) Final SEIR No. 14-01 as adequate, complete and in compliance with CEQA and the State CEQA Guidelines, (2) the City Council has been presented with all of the information described in the recitals and Final SEIR No. 14-01 and has considered this information prior to adopting this Resolution, and (3) the above recitals and Final SEIR No. 14-01 are true and correct and reflect the independent judgment and analysis of the City Council; (b) approves the findings of fact in satisfaction of State CEQA Guidelines Section 15091, which are attached hereto as Exhibit A and incorporated herein by reference; and (c) approves the Mitigation Monitoring and Reporting Program contained in the Final SEIR in satisfaction of State CEQA Guidelines Section 15091(d), which is attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED THIS 21st day of July, 2015, by the following vote:

AYES:

NOES:

ABSENT:

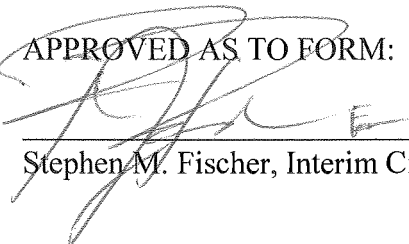
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

EXHIBIT A

Findings of Fact

Tentative Tract No. 5745, Final SEIR 14-01 (Wagon Wheel)

SECTION I: INTRODUCTION

The following findings are based in part on the information contained in the Supplemental Environmental Impact Report (EIR) for the Oxnard Village Specific Plan Tentative Subdivision Map for Tract No. 5745, as well as additional facts found in the complete record of proceedings.

As defined by Section 15050 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines), the City of Oxnard is serving as "Lead Agency," responsible for preparing the Supplemental EIR for the proposed Tentative Subdivision Map for Tract No. 5745 project.

In accordance with Section 15162 and 15163 of the CEQA Guidelines, the environmental analysis for the proposed tentative tract project was based upon the following previously certified environmental documents:

- 1) City of Oxnard 2030 General Plan Program EIR;
- 2) Oxnard Village Specific Plan Final EIR.

Compared to the analysis contained in the previously certified Oxnard Village Specific Plan Final EIR, the Draft Supplemental EIR determined that the Project would have only minor additions or changes to make the Final EIR adequately apply to the project in the changed situation pursuant to CEQA Section 15163. In accordance with Section 15162(b), the City determined that substantial changes occurred with respect to the circumstances under which the Project will be undertaken that required a Supplement EIR as it includes new information which was not known and could not have been known at the time the previous EIR was certified. Specifically, new information has become available since the Oxnard Village Specific Plan Final EIR was certified that indicates a portion of the Project site would be potentially subject to significant flood impacts that were not identified in the Oxnard Village Specific Plan Final EIR.

Based on a review of the proposed Tentative Subdivision Map and new information that became available after the Oxnard Village Specific Plan Final EIR was certified, the Lead Agency prepared the Tentative Subdivision Map for Tract No. 5745 Supplemental EIR to provide updated analysis of the potential for significant impacts for the following environmental topics:

1. Hydrology and Water Quality
2. Utilities and Service Systems
3. Air Quality
4. Traffic and Circulation
5. Global Climate Change

6. Aesthetics

7. Noise

The Final Supplemental EIR evaluated the environmental impacts of the proposed Tentative Subdivision Map for Tract No. 5745 project, which consists of the following discretionary action requested of the City of Oxnard:

• Approval of Tentative Subdivision Map for Tract No. 5745

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City Council's decision on the Tentative Subdivision Map for Tract No. 5745 project consists of the following:

- All reports, studies, maps, plans, and correspondence received from the applicant in connection with the proposed project;
- The Tentative Subdivision Map for Tract No. 5745 Draft Supplemental EIR (dated December 2014), including all of its appendices, which was circulated for a 45-day public review period from December 23, 2014 to February 5, 2015;
- Copies of all letters received by the City during the public review period for the Tentative Subdivision Map for Tract No. 5745 Draft Supplemental EIR;
- The meeting minutes from the January 15, 2015 public hearing held by the Oxnard Planning Commission to receive comments on the Draft Supplemental EIR¹;
- Responses to significant environmental points raised in the letters concerning the Draft Supplemental EIR and the comments made at the January 15, 2015 Oxnard Planning Commission public hearing;
- The Tentative Subdivision Map for Tract No. 5745 Final Supplemental EIR (dated March 23, 2015), including all of its appendices;
- The meeting minutes from the April 2, 2015 public hearing held by the Oxnard Planning Commission to receive comments on the Final EIR and to consider the project; and
- The Mitigation Monitoring and Reporting Program (i.e., Section IV of the Final Supplemental EIR, and/or Attachment A).

The Final Supplemental EIR and all documents identified above are hereby incorporated by reference and are available for review at the City of Oxnard Community Development Department, 214 South C Street, Third Street, Oxnard, California.

1 Edited to include only that testimony which was relevant to the Tentative Subdivision Map for Tract No. 5745 Draft Supplemental EIR.

SECTION II: FINDINGS OF FACT

The following findings are made in order to approve and certify the Final Supplemental EIR:

1. The Supplemental EIR contains all of the mandatory contents of Environmental Impact Reports, as contained in Sections 21000-21177 of the California Public Resources Code. In addition, all of the procedures for preparation and review of Environmental Impact Reports required by Article 7 of the CEQA Guidelines have been complied with.

Finding No. 1:

The City Council hereby finds that the Supplemental EIR for the Tentative Subdivision Map for Tract No. 5745 project has been prepared in compliance with CEQA. City staff reviewed the document for accuracy, consistency, and completeness prior to its release for public review. Therefore, it is found that the EIR document reflects the independent judgment of the City of Oxnard.

2. Pursuant to Section 15091 of the CEQA Guidelines:

"No public agency shall approve or carry out a project for which an Environmental Impact Report has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.*
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.*
- 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the final EIR."*

The following environmental impact findings on specific environmental issues are made in order to approve the project:

A. Hydrology and Water Quality

The Oxnard Village Specific Plan Final EIR assessed the risk for flooding on the Project site based on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) in effect at the time

the EIR was prepared. This map did not identify flooding on the Project site from the Santa Clara River. The Final EIR did identify that portions of Ventura Road were subject to periodic flooding, but this impact was not significant due to the limited nature of this flooding.

The Ventura County Watershed Protection District (District) developed updated hydrology for the Santa Clara River and Santa Clara River Watershed in 2009. This updated hydrologic analysis was the basis for the Santa Clara River Flood Insurance Study (FIS) prepared by the Federal Emergency Management Agency (FEMA). The FIS Update identified a floodplain footprint that was more extensive than the previous FEMA floodplain footprint. The Project site was tentatively identified as being subject to a 1 percent annual chance flood. The District has stated this is the best information on flood conditions currently available because FEMA is still preparing an updated FIRM for this area. Based on this information, the Project site is subject to potentially significant flooding impacts that were not identified in the 2008 Final Oxnard Village Specific Plan Final EIR.

Since the completion of the Final Oxnard Village Specific Plan Final EIR, the District has also completed an evaluation of the existing Santa Clara River Levee System 3 (SCR-3) which provides flood control protection for the portion of the City of Oxnard located south of Highway 101 and east of the Santa Clara River. SCR-3 consists of four reaches and the Project site is located south of, and adjacent, to Reach 4 of SCR-3. The District determined that SCR-3 does not currently meet applicable FEMA standards and does not provide adequate flood control protection for the Project site and adjacent areas.

The District is currently completing the technical evaluations, preliminary design and environmental review needed to improve the SCR-3 levee system to meet applicable federal standards. The Santa Clara River Levee System (SCR-3) Reaches 1-4—Evaluation and Design Report—County of Ventura, California dated March 2012 was prepared by the District to evaluate the SCR-3 and identify, develop, and evaluate preliminary design alternatives for upgrading the levee, so it could be certified by FEMA. The study identified several alternatives for upgrading SCR-3 that would provide flood protection to the Project area. The schedule for the SCR-3 rehabilitation project indicates that the design, permitting, and LOMR approval would be completed by December 2017.

The SCR-3 Alternative Analysis dated March 2014 prepared by the District evaluated alternative designs for providing adequate flood protection for affected areas. The study includes four alternative designs for SCR Reach 4. These alternative designs are identified in the SEIR as Options A, B, C, and D. Options A and C would include a series of floodwalls to provide flood control protection. Options B and D do not include floodwalls that would protect the Project site and would require that Lots 1-10 as identified in the proposed tract map be raised above the current identified flood level, which the District identified as 78.5 feet in the District's comment letter on the Draft SEIR. A final determination on which alternative improvement, or a hybrid approach of alternatives will be built, would be made after the environmental review of the SCR-3 flood protection project is completed by District. During preliminary review, the City

has identified a hybrid of Option D as the preferred alternative for Reach 4, which is located adjacent to the Oxnard Village Specific Plan area. In its comment letter on the Draft SEIR, the District also stated it no longer plans to pursue the options for Reach 4 of SCR-3 that include floodwalls that would protect the Project site and, for this reason, the Project site needs to be raised above the currently identified flood level.

Impact S-HWQ-1. Subsequent development that is enabled by adoption of the Project would place housing with a floodplain, even though the effective FIRM shows the project area is shaded Zone X, resulting in the potential to expose residents and buildings to flood hazards in the case of a severe storm event. This impact is potentially significant. Application of uniformly applied conditions of approval and/or completion of a District flood levee project will remove the Project site from the floodplain and reduce this impact to a less than a significant level (Class III).

Implementation of Mitigation Measure HWQ-2 from the 2008 Specific Plan EIR would reduce storm water impacts by requiring a Drainage and Flood Control Protection Plan. The proposed Project would reduce the storm flow discharge rates into the El Rio Drain and the Santa Clara River by ensuring adequate drainage and conveyance systems on-site. However, it would not eliminate the risk resulting from placing development within the area susceptible to flooding from the Santa Clara River, and the impact due to flood risks would be potentially significant.

With regard to flooding, permit applications will only be approved if the site is not in a 100 year flood area according to the adopted FEMA map that is in effect at the time of the permit application. The developer is aware that future maps could be more or less restrictive than the current adopted FEMA map. The City will make its final determination at the time of issuance of grading and building permits based upon the best available engineering data, including delineation of area(s) of special flood hazard as periodically revised by the Federal Emergency Management Agency ("FEMA") by issuance of revised Flood Insurance Rate Maps ("FIRM").

Conditions of approval will require that the applicant file a fair-share agreement for funding of the applicable on-site improvement and install necessary improvements in compliance with federal, state, and local standards, prior to recordation of the Tract Map. If the District SCR-3 improvements provide some or full flood protection to the Project site, the conditions of approval on the Tentative Subdivision Map for Tract No. 5745 would require the applicant to contribute fair-share of applicable off-site improvements based on a formula to be determined. If the District's levee project does not protect the Project, or the levee is not scheduled for completion prior to the Project seeking occupancy, the applicant would be conditioned to raise the elevation of Lots 1-10 above the currently identified flood elevation of 78.5 feet or provide flood walls in combination with raising the elevation of these lots to provide adequate flood protection. If walls are used to provide flood control protection, these walls need to have a height of 79.5 feet to provide 1 foot of freeboard above the flood level. Based on the District's comments on the Draft SEIR, the City understands the District's current preference for the options for improving Reach 4 of SCR-3 that would require these improvements to the Project site to provide flood protection.

Each of the District proposed Flood Improvement Options, or hybrid design of the elements in the options will eliminate the exposure of structures and people to risks associated with 100-year floods. As permits would not be issued for development on the western portion (Lots 1-10) of the Project site without adequate flood protection being provided, as discussed above, and identified below, no part of the Project site would be subject to risks associated with 100-year flood event, impacts related to hydrology would be less than significant (Class III).

Option A—Hydrology

Implementation of Option A, Floodwall Riverside of Ventura Road, would not require any on-site construction or alterations. The Applicant would be required to provide a fair-share contribution (i.e., monetary fund) to the development and review of the SCR-3 Rehabilitation Project.

Option B—Hydrology and Water Quality

While the Specific Plan EIR assumed that site preparation for the Project would require approximately 231,000 cubic yards (cy) of cut and fill, it is now anticipated based on Tentative Subdivision Map for Tract No. 5745 that the Project would require approximately 249,000 cy of cut and fill. Implementation of Option B for a District floodwall off-site along landside of Ventura Road and along the El Rio Drain and on-site fill in the Project site would involve an additional 210,000 cy of fill, and substantially alter the grading plan for the Project. Soil would be imported throughout construction as it becomes available from local sources, and in the case of a surplus, would be stockpiled on-site. Therefore, impacts to hydrology and water quality associated with grading would be greater than originally identified in the Specific Plan EIR under Impact HWQ-1 addressing erosion and sedimentation.

Off-Site Water Quality

During grading and soil storage, there is a potential for soil migration off-site via wind entrainment and/or water erosion. In addition, structural and concrete residue/dust from demolition of surface parking lots and buildings could potentially migrate off-site and adversely impact water quality. This is considered a potentially significant impact. However, in compliance with the NPDES Stormwater Permit and Mitigation Measure HWQ-1, preparation of a Stormwater Pollution Prevention Plan (SWPPP) would be required, which would include Best Management Practices (BMP) and serve to prevent erosion and keep soil particles from entering stormwater. Even with the addition of 210,000 cy of fill associated with Option B, compliance with the SWPPP and identified BMPs would appropriately reduce impacts related to erosion and sedimentation to a less than significant level (Class II).

On-Site Hydrology

With regard to flooding, implementation of Option B would raise the proposed Project to an elevation

above the 100-year floodplain. This Option would provide full flood protection to the Project site once the required on-site improvements (raised lots) are constructed. Therefore, flooding impacts would be considered less than significant (Class III).

The Final EIR includes the following mitigation measures to reduce the impact associated with flooding:

Mitigation Measure HWQ-2 from the Oxnard Village Specific Plan EIR:

HWQ-2 Drainage and Flood Control Improvement Plan. A Drainage and Flood Control Improvement Plan shall be prepared by a California Registered Civil Engineer and shall identify all required construction related and permanent drainage and flood control improvements necessary to comply with the City's regulations as well as the County's standard of "no net increase" in storm flow discharge rates into the El Rio Drain and the Santa Clara River. This analysis is required to document the existing and proposed runoff rates versus time. Not only shall the peak runoff rate be the same or less than the existing, but the time of the peak rate shall also be substantially the same. This plan shall also identify the intended use of the drain referred to as P.D. 346 to convey stormwater runoff.

This plan shall be prepared in consultation with the City Supervising Civil Engineer and the Ventura County Watershed Protection District to facilitate required interagency coordination. The capacity, location, and size of all culverts, collection devices, conveyance facilities, energy dissipaters, detention basins, debris basins and related improvements shall be designed to the satisfaction of the City Supervising Civil Engineer and in consultation with the Ventura County Watershed Protection District. All necessary permits required to implement the Improvement Plan shall be obtained from the Ventura County Watershed Protection District prior to City issuance of a permit for mass grading. No grading permits shall be issued until the Drainage Plan is approved and no grading shall begin until construction related improvements are in place.

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 2:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to hydrology and water quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce project impacts related to potential flood hazards in the case of a severe storm event to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Option B—Hydrology and Water Quality

Off-Site Hydrology

Impact S-HWQ-B1. If Option B is constructed prior to completion of the off-site flood control improvements associated with District-proposed SCR-3 Flood Control Alternative II.B, the addition of 210,000 cy of fill within the Santa Clara River floodplain could result in an off-site impact of increased flood levels in the event of a 100-year flood, potentially impacting the neighborhood southwest of the Project site until additional flood control improvements are constructed. This impact is potentially significant. However, inclusion of a condition of approval requiring the Developer to not construct Project flood improvements until after flood protection improvements are constructed that protect existing development southerly of the UPRR railroad tracks, or provide a hydrology study demonstrating that flood control improvements on the Project site will not result in significant impacts to off-site areas, will reduce this impact to a less than a significant level (Class III).

In the case of a flood event, the addition of 210,000 cy of fill on the Project site to raise the elevation of Lots 1-10, or a combination of fill and floodwalls to provide flood protection of these lots, would result in a displacement of water, marginally raising the flood level in off-site areas. This would potentially impact Ventura Road and the neighborhood to the southwest of the Project site. However, pending further engineering details and hydrological studies for this Option, the level of increase that would be experienced by the floodplain cannot be determined, but is not expected to be significant. The City will include the following condition of approval on the Tentative Subdivision Map for Tract No. 5745 to mitigate the potential increase in water surface elevation due to project flood improvements:

In order to eliminate potential negative impacts on nearby properties, the Developer shall not construct improvements protecting the project from Santa Clara River flooding until after (or concurrent with) flood protection improvements are constructed that protect existing development southerly of the Union Pacific Railroad (UPRR) railroad tracks. Alternatively, Developer may provide hydraulic calculations demonstrating that the project improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. (DS)

With the requirement for further engineering details and hydrological studies and the conditions of approval discussed under Impact S-HWQ-B1, the impact would be less than significant (Class III).

Option C—Hydrology and Water Quality

Off-Site Water Quality

Implementation of Option C for an on-site floodwall and FloodBreak floodgate along landside of Ventura Road to UPRR and the northwest boundary of the Project site would not require additional fill. On-site grading would largely remain consistent with the proposed Project, and similar to that anticipated in the Specific Plan EIR. However, this Option would require additional construction of a 12- to 22-foot flood wall along the north-western edge of the Project area, as well as a 12-foot flood gate at the entrance of the re-aligned Wagon Wheel Road. The floodwall would require additional excavation for placement of

the footing along its entirety, and the 12-foot flood gate would be stored underground, requiring excavation at least 12 feet deep. This could marginally increase the amount of soil stockpiled, but impacts related to erosion and sedimentation would remain fully mitigated by MM-HWQ-1 from the adopted Specific Plan EIR to a less than significant level (Class II).

During the geotechnical investigation conducted for the proposed Project, groundwater was encountered at depths between 13.5 and 21 feet below ground surface. While excavation required for the flood gate could potentially encounter groundwater, it was anticipated in the Specific Plan EIR that excavation as deep as 17 feet would occur, possibly requiring dewatering, compliant with City regulations and requirements of the NPDES permit. Therefore, implementation of this Option would not substantially increase impacts to groundwater or erosion and sedimentation, and they would remain less than significant (Class II) as described in Impact HWQ-1 in the Specific Plan EIR.

On-Site Hydrology

With regard to flooding, implementation of this Option would provide full flood protection to the Project site once the required on-site improvement (Floodwall and FloodBreak floodgate) is constructed. Therefore, flooding impacts would be considered less than significant (Class III).

Off-Site Hydrology

With regard to Impact S-HWQ-B1 (discussed above under Option B), this impact would also apply if Option C was constructed prior to completion of the off-site flood control improvements associated with District-proposed SCR-3 Flood Control Alternative II.C. The addition of the on-site floodwall and FloodBreak floodgate within the Santa Clara River floodplain would result in an off-site impact of increased flood levels in the event of a 100-year flood, potentially impacting the neighborhood southwest of the Project site until additional flood control improvements are constructed. The City will include the following condition of approval on the Tentative Subdivision Map for Tract No. 5745 to mitigate the potential increase in water surface elevation due to project flood improvements:

In order to eliminate potential negative impacts on nearby properties, Developer shall not construct improvements protecting the project from Santa Clara River flooding until after (or concurrent with) flood protection improvements are constructed that protect existing development southerly of the UPRR railroad tracks. Alternatively, Developer may provide hydraulic calculations demonstrating that the project improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. (DS)

With the requirement for further engineering details and hydrological studies and the conditions of approval discussed under Impact S-HWQ-B1, the impact would be less than significant (Class III).

Option D

Off-Site Water Quality

Option D involves addition of on-site fill on the western portion of the Project site, similar to Option B. However, the District's off-site floodwall on the landside of Ventura Road would tie directly into the UPRR embankment, with the addition of levee fill at their conjunction, rather than extending along the El Rio Drain. Therefore, Project impacts related to erosion, sedimentation, and groundwater would be similar to that of Option B and would remain less than significant (Class II) as described in Impact HWQ-1 in the Specific Plan EIR.

On-Site Hydrology

Flooding impacts for Option D would also be similar to Option B. The proposed Project site would be raised to an elevation above the 100-year floodplain; therefore, this Option would provide full flood protection to the Project site once the required on-site improvements (raised lots) are constructed. Flooding impacts would be considered less than significant (Class III).

Off-Site Hydrology

With regard to Impact S-HWQ-B1 (discussed above under Option B), this impact would also apply if Option D was constructed prior to completion of the off-site flood control improvements associated with District-proposed SCR-3 Flood Control Alternative II.D. The addition of 210,000 cy of fill within the Santa Clara River floodplain would result in an off-site impact of increased flood levels in the event of a 100- year flood, potentially impacting the neighborhood southwest of the Project site until additional flood control improvements are constructed. The City will include the following condition of approval on the Tentative Subdivision Map for Tract No. 5745 to mitigate the potential increase in water surface elevation due to project flood improvements:

In order to eliminate potential negative impacts on nearby properties, Developer shall not construct improvements protecting the project from Santa Clara River flooding until after (or concurrent with) flood protection improvements are constructed that protect existing development southerly of the UPRR railroad tracks. Alternatively, Developer may provide hydraulic calculations demonstrating that the project improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. (D S)

With the requirement for further engineering details and hydrological studies and the conditions of approval discussed under Impact S-HWQ-B1, the impact would be less than significant (Class III).

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 3:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to hydrology and water quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. Conditions of Approval for Option B identified in the Final EIR will reduce potential off-site impacts related to increased flood

levels in the event of a 100-year flood, potentially impacting the neighborhood southwest of the Project site, to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Cumulative Hydrology and Water Quality Impacts

As described in the Specific Plan Final EIR, construction activity associated with cumulative development would increase sedimentation relating to grading and construction. However, like the proposed Project and District flood improvement Options, all future significant development would be subject to implementation of appropriate BMPs in accordance with NPDES permit and Ventura County MS4 permit requirements. Thus, implementation of applicable requirements on all development in the area would reduce cumulative impacts to a less than significant level. With implementation of the BMPs recommended in the Specific Plan EIR under mitigation measure HWQ-3(c), the Project's contribution to increased pollutant loads in area surface water would not be cumulatively considerable.

The Final EIR includes the following mitigation measures to reduce cumulative impacts associated with hydrology and water quality:

Mitigation Measure HWQ-3(c) from the Oxnard Village Specific Plan EIR:

HWQ-3(c) Stormwater Management Plan. On behalf of the developer, a California Registered Civil Engineer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Huitt-Zollars, 2007) and the review of that report and subsequent technical appendix (DWE, 2007) prepared for the proposed project:

- Control of peak stormwater runoff discharge rates
- Conservation of natural areas
- Minimization of stormwater pollutants concern
- Proprietary treatment devices placed in the main storm drain infrastructure
- Grass swale filters

- Extended impoundment facilities that allow sedimentation of pollutants to occur
- Provision of storm drain system stenciling and signage • Proper design of outdoor material storage areas
- Proper design of trash storage areas
- Proof of ongoing BMP maintenance
- Proper design and treatment of runoff from parking lots

The stormwater management plan shall be submitted to the City Development Services Department for review prior to issuance of grading permits, in order to ensure that the drainage system improvements satisfy the requirements of the SQUIMP.

Finding No. 4:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for cumulative impacts relating to hydrology and water quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce cumulative hydrology and water quality impacts relating to hydrology to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

B. Utilities and Service Systems

Impact S-UTL-1. Based on the updated information on water supply included in the SEIR, the City's projected water supplies, as described in the Water Supply Assessment included in the 2008 Final Oxnard Village Specific Plan EIR, will be adequate to serve both the Project demands as well as cumulative demand through the Year 2030. No changes have occurred with respect to the City's water supplies since the Water Supply Assessment was prepared that will result in the City not being able to meet projected water demands through the Year 2030. Therefore both the Project-specific and cumulative impacts on water supply would be Class III, less than significant.

As described in the 2009 WSA, the Specific Plan allows the redevelopment of the approximately 62-acre Project area. The adopted Specific Plan establishes twenty one (21) planning areas and allows the following development: 1,500 dwelling units and approximately 50,400 square feet (sq. ft.) of commercial buildings and amenity (park) areas

The applicant is not proposing any changes to the type or intensity of uses allowed by the adopted Specific Plan; therefore no change in water demand is projected. However, recent developments including changes in deliveries of SWP, deliveries of water from UWCD, and future reduction in

groundwater pumping as a result of FCGMA's Emergency Ordinance E have reduced the City's projected future water supply...

The City will have a surplus of water for the Specific Plan, even considering recent developments such as CMWD Emergency Ordinance E. This projected surplus is based on the City's acquisition and conversion of existing wells used for agricultural purposes, the transfer of those allocations, and the use of recycled water from the GREAT Program. Should these actions not occur within the timeframes assumed in the City's 2010 UWMP, the City's water supplies may be less than the amount projected. The City's water surplus based on projected demand including the Specific Plan will range from a low of 4,497 acre-feet in 2020 to over 7,700 acre-feet in 2025. Based on a review of the information provided in the 2010 UWMP and other recent developments in water supply for the City of Oxnard, there will be adequate water available to meet the needs of the Specific Plan. The Project's impacts to the City's water supply would be less than significant (Class III).

Additionally, Mitigation Measures UTL-1(a), UTL -1(b), UTL -1(c), UTL -1(d), and UTL-1(e) will further avoid or reduce the risk of potential future water shortages. These include regulations for the on-site domestic water system and on-site recycled water system that will reduce on-site water usage.

Impacts of Options A, B, C, and D on Water Supply

Implementation of the four District-proposed Flood Protection Options would not result in any operational changes related to the types or intensity of uses allowed by the Project. Therefore, no additional or increased impacts to water supply, water service pressure, wastewater system, or solid waste production would occur as a result of these Options, and impacts to utilities and service systems would remain as described for the Project.

The Final EIR includes the following mitigation measures to reduce the impact associated with utilities and service systems:

Mitigation Measure UTL-1(a) from the Oxnard Village Specific Plan EIR:

UTL-1(a) On-site Domestic Water System. The on-site domestic water system shall include:

- A public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit townhouses, but not apartment units. The high-rise residential towers may be master-metered.
- A separate water meter (1) for the common landscape areas that would be connected to the future recycled water system.
- All domestic water pipelines shall adhere to DOHS requirements for separation between water and recycled water/wastewater pipelines.

- The developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees."

Mitigation Measure UTL -1(b) from the Oxnard Village Specific Plan EIR:

UTL-1(b) On-site Recycled Water System. An on-site recycled water system shall include the following:

- The developer will be responsible for the pipeline extension from the mainline in Ventura Road to the property (either to construct the line or to reimburse the City if as part of the RWBS project, a service extension is made to the Oxnard Village property).
- The developer shall be responsible for the design and construction of the recycled water main pipeline system within the Oxnard Village development. The mainline shall be a public system with meters, as appropriate, to recycled water customers. Construction will be per City standard requirements with applicable fees. The design must allow for connection to the domestic water system until the time when recycled water is available. At that time the system will be switched from domestic water to recycled water.
- The developer shall provide a recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system, (2) constructed per the City's Recycled Water Construction Standards (being developed), (3) irrigated at night and (4) properly signed. Note that the signs shall be installed once the system is fully operational.
- The portion of the irrigation intended for the future recycled water system shall be separately metered from that portion of the system that will not be connected to the future recycled water system, if any.
- Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. No domestic water back-up is needed, since the City will provide such back-up including an appropriate air gap facility as part of the City's system.
- Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed.
- At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid.

- The developer shall be responsible for appropriate CCR's covering the use of recycled water within the property and for proper disclosures.
- Prior to submittal of subdivision improvement plans, the developer shall review with the City the potential for dual plumbing for the high-rise towers, whereby toilet facilities would be served by the recycled water system. No determination has yet been made regarding whether the City will desire to proceed with this plan. However, should the City decide that it is desired, all costs associated with the dual plumbing shall be borne by the developer.

Mitigation Measure UTL -1(c) from the Oxnard Village Specific Plan EIR:

UTL-1(c) Exterior Water Conservation. The developer shall incorporate exterior water conservation features, as recommended by the State Department of Water Resources, into the project. These shall include, but are not limited to:

- Landscaping of common areas with low water-using plants
- Minimizing the use of turf by limiting it to lawn dependent uses
- Wherever turf is used, installing warm season grasses

Mitigation Measure UTL -1(d) from the Oxnard Village Specific Plan EIR:

UTL-1(d) Grey Water. The developer shall, to the extent feasible, use reclaimed water for irrigation of landscaping and other uses if or when such water is available at the project site.

Mitigation Measure UTL-1(e) from the Oxnard Village Specific Plan EIR:

UTL-1(e) Drought-Tolerant Landscaping. The developer shall predominantly use vegetation that requires minimal irrigation (i.e., drought tolerant plant species) in all site landscaping where feasible for new plantings.

- 1) Project Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 5:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for project impacts relating to utilities and service systems have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The

mitigation measures will reduce project impacts relating to utilities and service systems to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Cumulative Utilities and Service System Impacts

Impact S-UTL-1 discussed above incorporates the estimated water supply and demand for the City, in addition to the demands of the Project. Therefore, cumulative impacts of other developments planned in the City are also addressed in S-UTL-1. Because the City would still have a substantial surplus of water supply, cumulative impacts related to water supply and demand would not be significant. The Project's contribution to all other utilities and service systems would be the same as described in the 2008 Specific Plan EIR. Therefore, the discussion and conclusions regarding those cumulative impacts are incorporated by reference.

The City certified the 2030 General Plan Program EIR on October 11, 2011 which considered the possible environmental impacts of development of all land uses allowed by the City's General Plan through 2030: adding approximately 40,000 people to the City's population, development of all remaining vacant land within the Oxnard CURB Line (including the Project area), and developing approximately 350 acres of agricultural land north of the El Rio community if approved by Oxnard voters. The 2030 General Plan Final Program EIR, hereby incorporated for the cumulative analysis of utilities and service system impacts, does not find any Class I significant and unavoidable impacts related to water supply.

The City's recently revised population projections up to 2040 for the SCAG 2016 RTP/SCS forecast population for the City of Oxnard to be 236,305 in 2035, a 5.5 percent decrease compared to the 2010 UWMP projections of approximately 250,000 in 2035. Therefore, cumulative water demand linked to individual consumption would also be expected to decrease.

Finding No. 6:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for cumulative impacts relating to utilities and service systems have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce cumulative impacts relating to utilities and service systems to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

C. Air Quality

Impact S-AQ-1. Project construction would generate temporary air pollutant emissions of ozone precursors ROG and NOx, as well as fugitive dust (PM10 and PM2.5). Temporary construction-related air quality impacts would be significant but mitigable (Class II).

Land development and building construction activities are currently ongoing in the Specific Plan area. The construction phases as assumed in the Specific Plan EIR would occur simultaneously as the various

lots as identified on the Tentative Subdivision Map, Tract No. 5745 are developed at different times. Thus far, demolition of existing buildings, grading, and construction of utilities, streets, and multi-family residential buildings have primarily occurred in the eastern portion of the Specific Plan area.

More detailed engineering, prepared to support preparation of the proposed Tentative Subdivision Map for Tract No. 5745, shows that earthwork quantities have changed since the Specific Plan EIR was certified. Based on current estimates, earthwork over the entire 62-acre site requires 35,199 cubic yards (cy) of cut and 214,078 cy of fill, with import of 178,880 cy of soil required. The eastern portion of the site has been rough graded, and the grading for the remainder of site will consist of approximately 11,119 cy of cut and 191,078 cy of fill, with import of 178,880 cy of fill soil remaining.

Construction of the buildings and other improvements allowed within each of the planning areas would also occur throughout the construction period as various building permits are obtained and market conditions dictate. As construction is occurring within a given planning area (or areas), demolition and earthwork grading may be occurring within other planning areas in preparation for subsequent building construction. At this time, Lots 1, 2, 3, 4, 5, 7, A, 8, 9, 10, 12, 13, 14, 15, 16, 17, and D remain to be graded and constructed. In addition, existing uses on Lots 1, 2, 3, 4, 5, 6, 7, 10, and A in the western half of the site, an area of approximately 19.79 acres containing approximately 431,026 square feet of building area, remains to be demolished.

CalEEMod.2013.2.2 was used to estimate air emissions from construction for a worst-case day of construction, in which demolition, grading including import, site preparation, architectural coating and paving occur simultaneously in different planning areas under both unmitigated and mitigated conditions. For purposes of analysis, in order to estimate a worst-case scenario, year 2017 was modeled as the year with the greatest potential for overlapping construction activities. Using the CalEEMod software, development of the Specific Plan area in accordance with the proposed Tentative Subdivision Map for Tract No. 5745, improvement plans, and construction scheduling, the construction air emissions estimates are lower than the estimates in the Specific Plan EIR.

With the assumptions changed to allow for overlapping construction activities for development of the remainder of the Specific Plan areas, these worst-case estimates show reductions in ROG, PM10, and PM2.5 in comparison to the construction emissions estimates in the certified Specific Plan EIR. While the worst-case daily emissions estimated for NOx is shown slightly higher, this is the result of modeling assumptions that included overlapping of construction activities as opposed to changes in construction methods or physical changes in the Specific Plan. These emissions estimates do not change the overall conclusions of the Specific Plan EIR and would remain consistent with the Ventura County Air Quality Assessment Guidelines.

Mitigation measures AQ-1(a), AQ-1(b), and AQ-1(c), identified in the Specific Plan EIR, are still applicable to Project construction activities as these measures are still recommended in the Ventura County Air

Quality Assessment Guidelines for construction activities that are estimated to generate more than 25 pounds (lbs.) per day of ROG and NOx and for reducing fugitive dust emissions. As with the Specific Plan EIR conclusions, with implementation of the mitigation measures, impacts are considered less than significant (Class II).

The Final EIR includes the following mitigation measures to reduce the impact associated with flooding:

Mitigation Measure AQ-1(a) from the Oxnard Village Specific Plan EIR:

AQ-1(a) Dust Control Measures. The following shall be implemented during grading and construction to control dust.

1. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.
2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.
3. Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:
 - a. All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.
 - b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
4. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.
5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less.
6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.
7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.

8. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.

9. Shaker plates shall be installed at all truck exits from the site.

10. Dust control requirements shall be shown on all grading plans.

Mitigation Measure AQ-1(b) from the Oxnard Village Specific Plan EIR:

AQ-1(b) Construction Equipment Controls. The following shall be implemented during construction to minimize emissions of ozone precursors.

1. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.
2. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.
3. The number of pieces of equipment operating simultaneously shall be minimized.
4. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.
5. The engine size of construction equipment shall be the minimum practical size.
6. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.
7. During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.

Mitigation Measure AQ-1(c) from the Oxnard Village Specific Plan EIR:

AQ-1(c) Low Volatile Paints. Wherever feasible, non-painted exterior surfaces and low volatile interior and exterior paints shall be used for architectural coatings.

- 1) Project Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 7:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for project impacts relating to air quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce project impacts relating to air quality during construction to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Impact S-AQ-2. Operational emissions of ROG and NOx, would exceed VCAPCD's daily thresholds. However, these impacts are mitigable with payment of Transportation Demand Management (TDM) fees. Therefore, the Project would have a significant but mitigable impact to regional air quality (Class II).

Operational emissions generated by both stationary and mobile sources would result from normal day-to-day activities within the Project area once the uses are fully occupied. Stationary area source emissions would be generated by the consumption of natural gas for space and water heating devices, the operation of landscape maintenance equipment, and the occasional application of architectural coatings. Mobile emissions would be generated by the motor vehicles traveling to and from the Specific Plan area. The mobile source emissions are based on the traffic generation provided in the Supplemental Traffic Impact Analysis prepared by RBF Consulting dated May 9, 2014.

The analysis of daily operational emissions was prepared using the California Emissions Estimator Model (CalEEMod.2013.2.2) as recommended by the VCAPCD and the assumption that the Specific Plan area would be completed and fully operational in year 2020.

Based on the results of the CalEEMod modeling, there is a reduction in air emissions from the estimates provided in the Specific Plan EIR, which used the URBEMIS software. ROG would be reduced by approximately 45.26 lbs. per day, and NOx would be reduced by approximately 6.57 lbs. per day. The emissions would still exceed the VCAPCD thresholds of 25 lbs. per day and, as with the Specific Plan EIR, the impact would be potentially significant. However, the mitigation measures AQ-2(a) and AQ-2(b) included in the Specific Plan EIR to reduce emissions in excess of Title 24 standards would still be required and impacts would be reduced to a less than significant level (Class II) through implementation of these measures.

The Final EIR includes the following mitigation measures to reduce the impact associated with flooding:

Mitigation Measure AQ-2(a) from the Oxnard Village Specific Plan EIR:

AQ-2(a) TDM Fees. The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund. The fees will be based on the exceedance of the threshold for ROG and NOx, prior to operation of Phase 5. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of:

- (excess emissions lbs./day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost
- (excess emissions lbs./day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost

Payment of fees is required prior to operation of Phase 5.

Mitigation Measure AQ-2(b) from the Oxnard Village Specific Plan EIR:

AQ-2(b) Increased Efficiency. Residential and commercial land use shall increase efficiency 20% beyond Title 24. Applicant shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.

Finding No. 8:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for project impacts relating to air quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce project impacts relating to ROG and NOx emissions during operation to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Impacts S-AQ-3. Heavy duty construction equipment used during mass grading could result in health risks to on-site receptors because of diesel exhaust emissions. The Project would not exceed significance thresholds for the health risk associated with inhalation of diesel particulate emissions. Impacts would be Class III, less than significant.

A Health Risk Assessment (HRA) was completed to determine whether diesel particulate emissions from construction under the Project would cause significant impacts to nearby sensitive receptors. Health risk modeling in the 2008 Final Specific Plan EIR was limited to addressing only the potential impacts to the existing mobile home park on-site, and did not address any other nearby existing residential areas. However, with the amount of additional grading proposed now (the Specific Plan EIR Project Description assumed grading would be balanced on-site) to create the grades shown on the proposed Tentative Subdivision Map for Tract No. 5745, full air dispersion modeling for all nearby residential areas has been conducted to provide more comprehensive analysis. All of the neighborhoods to the south plus the nearby residential neighborhoods in RiverPark and El Rio were included as sensitive receptors in the modeling. Since the existing mobile home park on the Project site will be vacant soon, this area was included as part of the construction area rather than a sensitive receptor, but the recently completed

affordable housing complex within the Specific Plan area was included as sensitive receptors in the modeling.

Emission estimates for each of the construction phases and associated construction years were generated from the CalEEMod output data files for the mitigated exhaust PM10 pollutant category. Mitigation Measures identified in the Specific Plan EIR, including Mitigation Measures AQ-4(a) and AQ-4(b) requiring use of alternative fuels and equipment limitations, respectively, were applied to the mitigated emissions estimates. Analysis identified the maximum daily PM10 exhaust emissions for each calendar year of construction and presented the URF and corresponding cancer potency factor considered in the assessment. The cancer risk attributed to diesel particulate exposure and summation of annual risks for the maximum exposed residential receptor are also presented.

For the maximum exposed residential receptor, the risk estimate was predicted to be 1.9×10^{-6} (1.9 in one million). Carcinogenic risks resulting from the Project construction activities do not exceed the level posing significant risk and, accordingly, implementation of the Project will result in less than significant impacts (Class II) with implementation of the mitigation measures identified in the Specific Plan EIR.

Noncarcinogenic Risk

For chronic non-carcinogenic effects, the hazard index totaled less than 1.0 for the 5-year exposure scenario. Therefore, non-carcinogenic hazards were predicted to be within acceptable limits. Impacts related to exposure to non-carcinogenic emissions from the Project will be less than significant with the mitigation measures identified in the Specific Plan EIR (Class II).

Option A

This District-proposed Flood Protection Option would not result in any changes in the types or intensities of allowed uses in the Project area. Therefore, operational emissions would remain the same as described for the Project. Implementation of Option A would not require any on-site construction or improvements. The environmental impacts associated with Option A, as well as the others identified in this SEIR, are currently under ongoing environmental review as part of the SCR-3 Rehabilitation Project. The Applicant is required to provide a fair-share contribution (i.e., monetary fund) to the development and review of the SCR-3 Rehabilitation Project.

Option B

While the Project would require importation of approximately 178,880 cy of fill, implementation of Option B would involve an additional 210,000 cy of fill, and would substantially alter the grading plan for the Project. Import of fill soils would be conducted over the same timeframe as the overall construction of the Specific Plan, and would occur irregularly as soils in the local area become available. In the event that fill soil is available before it is needed, soil would be stockpiled on-site. For this reason, import of

soil could occur simultaneously with other aspects of construction. The revised Air Quality assessment prepared for the Project also estimated emissions that include this grading scenario requiring import of 388,880 cy (178,000 cy plus 210,000 cy for flood control).

This District-proposed Flood Protection Option would lead to an increase in emissions of each criteria pollutant, as compared to the Project due to increased hauling trips and grading activities. Option B would result in 48,610 total one-way hauling trips for importation of fill rather than 22,360 one-way hauling trips required under the Project. However, as with the Project, the maximum daily emissions would still remain less than those projected for the Specific Plan EIR for most criteria pollutants due to use of more recent equipment emissions factors that include Tier 3 emissions standards established by CARB for off-road equipment.

These worst-case estimates show reductions in ROG, PM10, and PM2.5 in comparison to the construction emissions estimates in the Specific Plan EIR. While the worst-case daily emissions estimated for NOx is shown slightly higher, this is mostly the result of modeling assumptions that included overlapping of construction activities, rather than the addition of fill material. Option B is only expected to increase the peak daily Mitigated and Unmitigated ROG emissions by less than 1 lb. per day when compared to the Project. As with the Project, these emissions estimates do not change the overall conclusions of the Specific Plan EIR and would remain consistent with the Ventura County Air Quality Assessment Guidelines.

Further, Mitigation Measures AQ-1(a), AQ-1(b), and AQ-1(c), identified in the Specific Plan EIR, are still applicable to Project construction activities as these measures are still recommended in the Ventura County Air Quality Assessment Guidelines for construction activities that are estimated to generate more than 25 lbs. per day of ROG and NOX and for reducing fugitive dust emissions. As with the Specific Plan EIR conclusions, with implementation of the mitigation measures, impacts related to construction emissions are considered less than significant (Class II).

Option B would not result in any changes in the types or intensities of allowed uses in the Project area. Therefore, operational emissions would remain the same as described for the Project.

Toxic Air Emissions

Using the same methodology as for the Project, the HRA that was completed for the Project also analyzed the impacts of an additional 210,000 cy of fill to raise Lots 1-10 above the flood elevation, as proposed in Option B.

Carcinogenic Risk

Similar to the Project, for the maximum exposed residential receptor, the risk estimate was predicted to be 1.9×10^{-6} (1.9 in one million). In comparison to the threshold level referenced, carcinogenic risks

resulting from construction activities associated with Option B do not exceed the level posing significant risk with implementation of the mitigation measures identified in the Specific Plan EIR and, accordingly, implementation of Option B will result in less than significant impacts (Class II).

Noncarcinogenic Risk

For chronic non-carcinogenic effects, the hazard index totaled less than 1.0 for the 5-year exposure scenario. Therefore, no-carcinogenic hazards were predicted to be within acceptable limits. Impacts related to exposure to non-carcinogenic emissions from the Project will also be less than significant.

The health risks that would result from the grading required to raise the elevation of Lots 1-10 above the elevations identified on the proposed Tentative Subdivision Map, Tract No. 5745 would not exceed the threshold with mitigation measures identified in the Specific Plan EIR, and health risk impacts of Option B would be less than significant (Class II).

Option C

Implementation of Option C would not require importation of additional fill, and on-site grading would largely remain consistent with the Project, and similar to that anticipated in the Specific Plan EIR. However, this Option would require additional construction of a 12- to 22-foot flood wall along the north-western edge of the Project area, as well as a 12-foot flood gate at the entrance of the re-aligned Wagon Wheel Road. The floodwall would require additional excavation for placement of the footing along its entirety, and the 12-foot flood gate would be stored underground, requiring excavation at least 12 feet deep. This could marginally increase the daily emissions of criteria pollutants during construction, such as fugitive dust from excavation and stockpiling of soil, as well as increased usage of construction equipment. However, due to the relative scale of the improvements associated with this Option compared to the ground moving and construction required for the Project, it is not expected that daily emissions of criteria pollutants would increase significantly. Therefore, like the Project, Option C is still subject to Mitigation Measures AQ-1(a), AQ-1(b), and AQ-1(c), and does not change the overall conclusions of the Specific Plan EIR regarding air quality and would remain consistent with the Ventura County Air Quality Assessment Guidelines. Therefore, impacts related to construction emissions are considered less than significant (Class II).

Option C would not result in any changes in the types or intensities of allowed uses in the Project area. Therefore, operational emission would remain the same as described for the Project.

Option D

Implementation of Option D would result in the importation of an additional 210,000 cy of fill similar to Option B. Therefore, the impact analysis for Option B related to air quality would also apply to Option D, resulting in less than significant (Class II) impacts to air quality and less than significant (Class III) impacts to health risks (Refer to Section 3.3.3.5).

The Final EIR includes the following mitigation measures to reduce the impact associated with flooding:

Mitigation Measure AQ-4(a) from the Oxnard Village Specific Plan EIR:

AQ-4(a) Alternative Fuels. During grading the applicant shall use alternative fuels and/or retro-fitted filters on construction equipment if feasible. Alternative fuels and retrofitted filters may include, but are

not limited to low sulfur diesel fuel and/or catalyzed diesel particulate filters. These measures can reduce generation of PM10 by 63-80%. Applicant shall provide documentation to the City of Oxnard regarding the availability (or lack of same) of the alternative fuels (such as biodiesel and E-85) and the number of vehicles equipped with diesel particulate filters and or that meet Tier III and IV engine standards prior to each construction phase.

Mitigation Measure AQ-4(b) from the Oxnard Village Specific Plan EIR:

AQ-4(b) Equipment Limitations. Diesel-powered equipment under 75 hp located within 100 meters (325 feet) of the edge of the construction area shall be required to have engines that meet California Tier 4 emission standards. Diesel-powered equipment over 75 hp and operating within 100 meters (325 feet) of the edge of the construction area shall meet, at a minimum, California Tier 2 emission standards until the year 2010, at which time Tier 4 standards are applicable. The applicant shall provide to the City an inventory of the vehicles so equipped prior to each construction phase and each one shall be marked with an identification number that matches the inventory and that can easily be seen during equipment operation.

Finding No. 9:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for project impacts relating to air quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce project impacts relating to particulate emissions during construction to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Cumulative Air Quality Impacts

Ventura County, within which the Project site lies, is designated under the federal standard as nonattainment for 1-hour and 8-hour ozone (USEPA 2013). State nonattainment designations are in effect for O3 and PM10 within Ventura County. Exceedance of air quality standards is the result of past and ongoing urban and rural development that has caused emissions to exceed the air basin's capacity for dispersal and removal of the air pollutants. However, the Ventura County AQMP predicts attainment of state and federal standards through imposition of various control mechanisms and, as discussed under Impact AQ-6 of the Specific Plan EIR, the Project is consistent with the AQMP. Consequently, although emissions associated with the vehicle trips generated by the Specific Plan (during worst-case events) exceed VCAPCD thresholds as discussed in the Specific Plan EIR, this increase in emissions is not expected to delay attainment of air quality standards. Cumulative impacts are therefore considered less than significant and the Project's contribution to cumulative air quality impacts is not considered cumulatively considerable.

Finding No. 10:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for cumulative impacts relating to air quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce cumulative impacts relating to air quality to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

D. Transportation and Circulation

As the traffic projections from the 2014 Supplemental Traffic Impact Analysis prepared for this SEIR are based on different baseline traffic counts than the 2008 Specific Plan EIR, impacts to traffic conditions are updated in this SEIR. Impacts to parking and bike and pedestrian facilities are expected to be the same as described in the 2008 Specific Plan EIR. Impacts related to traffic during peak storm events are expected to be the same as described in the 2008 Specific Plan EIR for the Project, but these impacts for the District-proposed Flood Protection Options have been updated.

The Adopted Specific Plan EIR traffic Mitigation Measures remain applicable to the Project as well as the District-proposed Flood Protection Options where applicable.

Mitigation measures for the intersection of Oxnard Boulevard and Vineyard Avenue identified in T-1(a) were initially conditioned to be completed by issuance of the first building permit. However, development associated with the Specific Plan has not generated impacts significant enough to warrant construction of these mitigations. Therefore, construction of these mitigations may be postponed to the final phase of the Project. Mitigations for the intersection of Oxnard Boulevard and Wagon Wheel Road identified in T-1(C) were initially conditioned to be completed by occupancy of the 250th unit. However, Project-generated impacts are not projected to materialize until sometime after this threshold. Therefore, construction of these mitigations may also be postponed to the final phase of the Project (Traffic Engineering Division, City of Oxnard Dec. 2014).

Impact S-T-1. Construction activities associated with the Project, particularly hauling of fill, would result in a temporary increase in traffic along roadways in the vicinity. This increase is not expected to significantly impact congestion or physical degradation of local roadways (Class III).

The Project is expected to generate short-term traffic during the construction phase, particularly during grading activities due to the importation of fill. Recent detailed engineering prepared to support preparation of the Project show that earthwork quantities have changed since the Specific Plan EIR was certified. While the Specific Plan EIR assumed that site preparation for the Project would require

approximately 230,000 cubic yards (cy) of cut and fill, it is now anticipated based on Tentative Subdivision Map, Tract No. 5745 that the Project would require approximately 249,000 cy of cut and fill, with importation of 178,880 cy of soil.

Import of fill soils would be conducted over the same timeframe as the overall construction of the Specific Plan, and would occur irregularly as soils in the local area become available. In the event fill soil is available before it is needed, soil would be stockpiled on-site. For this reason, import of soil could occur simultaneously with other aspects of construction. Construction of the buildings and other improvements allowed within each of the planning areas would also occur throughout the construction period as various building permits are obtained and market conditions dictate. As construction is occurring within a given planning area (or areas), demolition and earthwork grading may be occurring within other planning areas in preparation for subsequent building construction.

The May 2014 Oxnard Village Specific Plan Construction and Operational Air Quality and Greenhouse Gas Emissions study estimates that importation of fill associated with the Project would require 22,360 one-way haul trips (assuming 8 cy/haul). These trips would occur 5 days a week, over a 1,153 day-grading phase that would span approximately 4 years. Accordingly, at least 19 hauling trips would occur each day if they were distributed evenly over time, although the maximum number of hauling trips per day would likely be greater, as importation would occur in phases and would not take place every day. However, while the specific quarry sites and haul routes have not yet been identified, it is likely that they would be routed on major highways with little disturbance to local streets, as the Project is located directly adjacent to a Highway 101 off-ramp. Therefore, it is not likely that importation of fill associated with the Project would result in a significant increase in congestion on any roadways, as Highway 101 is a high-capacity freeway that already experiences high levels of traffic. Additionally, it is not expected that the increase in vehicles would cause safety problems, as Highway 101 is already used by similar vehicles for industrial purposes. Therefore, impacts related to traffic congestion would be less than significant (Class III).

Finding No. 11:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to transportation and circulation have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce transportation and circulation impacts relating to construction activities to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Impact S-T-2. The Project would introduce land uses that would lead to generation of additional vehicle trips, and could affect the operation of intersections. However, the change in the level of service (LOS) at the intersections studied would not exceed any applicable thresholds and impacts would be less than significant (Class III).

Updated traffic analysis was provided in a Supplemental Traffic Impact Analysis (TIA) dated November 5, 2014, which was prepared under the direction of the City's traffic engineer. The Supplemental TIA analyzed the net forecast trip generation of the Project utilizing the ITE trip generation rates, assuming applicable ITE trip adjustment factors, and accounting for the existing trips currently generated by the Project site land uses that would be displaced by the Project and the existing construction activity on the Project site. The forecast trip generation is conservative since it does not assume any residential land use trip reduction associated with the use of the on-site provided neighborhood parks and green spaces.

When accounting for the trips currently generated by the Project site, the Project is forecast to generate a total of approximately 7,400 net new daily trips, attributed with the import of 178,880 cy of soil (originally the Specific Plan assumed balanced grading onsite), which results in approximately 659 net new a.m. peak hour trips, and approximately 569 net new p.m. peak hour trips.

Forecast Trip Distribution and Trip Assignment of Project

To determine potential traffic impacts of the Project at the 2015 opening year, forecast year 2015 without Project conditions are examined in addition to forecast year 2015 with Project conditions. Forecast trip percent distribution for the Project is projected in the Supplemental Traffic Impact Analysis prepared for the Project, based on the City of Oxnard's Travel Demand Model as contained in the Traffic Impact Study for the 2008 Oxnard Village Development Project EIR (Fehr & Peers/Kaku Associates, May 2008).

Similar to the Project, the addition of Alternate Project Off-Ramp Alignment-generated trips is forecast to result in potentially significant traffic impacts at the following City study intersections for 2020 Forecast existing plus pending and approved plus project conditions: Ventura Road / Gonzales Road (a.m. peak hour only); and Oxnard Boulevard / Wagon Wheel Road (p.m. peak hour only).

However, Mitigation Measures S-T-2a and S-T-2b would also be applied to the Alternate Project Off-Ramp Alignment, and the LOS conditions would be exactly the same as those shown in Table 3.4-10 for the Project. Therefore, these mitigation measures would reduce these impacts to a less than significant (Class II) level.

The Final Supplemental EIR includes the following mitigation measures to reduce the forecast LOS impacts at the City study intersections from the Project to a less than significant (Class II) level:

Mitigation Measure S-T-2a: Intersection 4 - Ventura Road / Gonzales Road:

Two mitigation measure options are available to mitigate impacts at the intersection of Ventura Road/Gonzales Road. The project applicant shall make a fair share contribution to implement one of the following:

Option A:

- Modify the signal phasing to add a right-turn overlap phase for the northbound Ventura Road right-turn movement. Implementation of this mitigation measure would require prohibition of U-turn movements at the westbound Gonzales Road approach which could potentially impact adjacent study intersections, as well as affect vehicles accessing some of the land uses located on Gonzales Road east of Ventura Road.

Option B:

- City staff has indicated the potential redevelopment of the parcels located on the corners of the Ventura Road/ Gonzales Road intersection within approximately six years. The City has developed a conceptual intersection improvement plan at this intersection which could potentially be constructed after the required right-of-way is acquired from the future projects located adjacent to the intersection. Option B, which is based on the City's conceptual improvement plan for this intersection, would consist of widening the southbound Ventura Road approach from one left-turn lane, two through lanes and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes and one shared through/right-turn. It is important to note that Option B would require acquisition of additional right-of-way from adjacent parcels in the vicinity of the intersection.

Mitigation Measure S-T-2b: Intersection 10 - Oxnard Boulevard / Wagon Wheel Road:

The project applicant shall make a fair share contribution to implement the following:

- Widen the southbound Oxnard Boulevard approach from one left-turn lane, one through lane, and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes, and one right-turn lane.
- Adequate lane storage is currently provided and is forecast to continue to be provided to accommodate the forecast 95th percentile queues at the State Highway study intersection off-ramps for all evaluated analysis scenarios.

Finding No. 12:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to transportation and circulation have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce transportation and circulation impacts relating to forecast LOS impacts at the City study intersections to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Impact S-T-3. The Project would not have a significant impact on the mainline freeway system. Therefore, the project's Construction Management Program (CMP) impact would be Class III, less than significant.

Alternate Project Off-Ramp Alignment Impacts

Impacts of the Alternate Project Off-Ramp Alignment to State highway intersections are largely similar to those of the proposed Project, with the exception of LOS ratings for those intersections that will be either eliminated or created by implementing the Alternate Project Off-Ramp Alignment.

Forecast year 2020 with Alternate Project Off-Ramp Alignment conditions assumes the study area roadway and intersection modifications associated with the Alternate Project Off-Ramp Alignment.

Similar to the proposed Project, with the addition of Alternate Project Off-Ramp Alignment trips, the State Highway study intersections are forecast to continue to operate at an acceptable LOS (LOS C or better) according to Caltrans performance criteria for 2020 Forecast existing plus pending and approved plus Alternate Project Off-Ramp Alignment conditions. Based on Caltrans thresholds of significance, the addition of Alternate Project Off-Ramp Alignment trips is forecast to result in no significant traffic impacts at the State Highway study intersections for 2020 Forecast existing plus pending and approved plus Alternate Project Off-Ramp Alignment conditions.

Impacts of Option A

This District-proposed Flood Protection Option would not result in any changes in the types or intensities of allowed uses in the Project area. Therefore, operational traffic conditions would remain the same as described for the proposed Project. Implementation of this Option would not require any on-site construction or improvements. The environmental impacts associated with this Option, as well as the others identified in this SEIR, are currently under ongoing environmental review as part of the SCR-3 Rehabilitation Project. While the Applicant is required to provide a fair-share contribution (i.e., monetary fund) to the development and review of the SCR-3 Rehabilitation Project, these environmental impacts will be identified and addressed in a separate District-prepared EIR.

Impacts of Option B

As described in SEIR Impact S-T-1, import of the fill associated with grading of the Project could potentially result in temporary impacts to roadway congestion and degradation. Implementation of this flood protection Option would result in an additional 210,000 cy of fill being added to the western portion of the site, in addition to the 178,880 cy of imported soil required for the Specific Plan, resulting in a total of 388,880 cy of fill being imported. According to the Oxnard Village Specific Plan Construction and Operational Air Quality and Greenhouse Gas Emissions Study, this would require an additional 26,250 one-way haul trips (assuming 8 cy/haul), for a total of 48,610 hauling trips for importation of the fill. These trips would occur over the same 1,153-day phase described for the Specific Plan in Impact S-T-1 of this SEIR, resulting in at least 42 total truck trips per day, as opposed to 19 for the Specific Plan. While this would slightly increase the level of congestion and roadway degradation experienced by those roadways included on the haul routes, it is still not likely that these impacts would be significant, as the haul routes would have the greatest effect on Highway 101, which is a high-capacity freeway that is designed to accommodate and already experiences high levels of traffic. Therefore, temporary construction impacts described in S-T-1 would remain less than significant (Class III) with this Option.

Impacts of Option C

Implementation of District-proposed Flood Protection Option C would include a FloodBreak floodgate located across the re-aligned Wagon Wheel Road at the future entrance to the proposed Project at Ventura Road. This floodgate would remain underground to allow uninterrupted vehicle traffic until deployed in the case of a flood event. During a flood event, the floodgate would be deployed and access to and from the Project area via Wagon Wheel Road at Ventura Road would be completely restricted. However, the Wagon Wheel Road Entrance at Oxnard Boulevard would remain open, as well as the secondary Spur Drive entrance at the Wagon Wheel Road Bridge. This would direct all traffic flow to the east and potentially cause congestion problems, which would be more severe in the case on an emergency.

Impacts of Option D

Traffic impacts for District-proposed Flood Protection Option D would be the same as Option B. As described in Section 3.4.3.5 for Option B, the addition of 210,000 cy of additional fill would increase number of hauling trips from 22,360 to 48,610. However, as also described for Option B, these trips would mostly affect Highway 101, which is a high-capacity freeway that is designed to accommodate and already experiences high levels of traffic, and would therefore not experience significant impacts to congestion or roadway degradation from temporary construction traffic (Class III).

- 1) Project Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 13:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to transportation and circulation have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. Impacts relating to a CMP would be less than significant.

Cumulative Transportation and Circulation Impacts

The LOS levels predicted for the study intersections in SEIR Impacts S-T-2 and S-T-3 account for cumulative City-wide development (i.e., the 22 pending and approved projects that are anticipated to be completed by 2020). Therefore, the conclusions of these impacts apply to the Proposed Project's individual impacts, as well as its contribution to cumulative impacts. As concluded in both of these

impacts, the Proposed Project would result in a less than significant contribution to cumulative traffic impacts.

The 2030 General Plan Final Program EIR found Class I significant and unavoidable cumulative traffic impacts at five intersections below LOS C after 2030 General Plan mitigations are completed. The 2030 General Plan Program EIR is hereby incorporated for the cumulative analysis of transportation and circulation impacts.

Finding No. 14:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for cumulative impacts relating to transportation and circulation have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce cumulative impacts relating to transportation and circulation to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

E. Global Climate Change

Updated emissions estimates based on the CalEEMod emissions model were provided in the Construction and Operational Air Quality and Greenhouse Gas Emissions study, May 2014, prepared for this Project, which also includes GHG emissions estimates related to the implementation of District-proposed Flood Protection Options B and D; Options A and C are not expected to differ substantially from the proposed Project with respect to emissions.

Based on the results of the CalEEMod modeling as identified in the SEIR, construction of the proposed Project would result in a total of 15,040 Metric Tons of Carbon Dioxide (MTCO₂e) over 5 years, with a 30-year amortized value of 501.343 MTCO₂/year. Construction of Options B and D, which include the importation of 210,000 cy of fill, would result in a total of 15,893 MTCO₂ over 5 years, with a 30-year amortized value of 529.797 MTCO₂/year. Total GHG emissions are projected to be 14,564 MTCO₂e/year for the proposed Project and 14,592 MTCO₂/year for Options B and D.

In the context of this EIR, none of the conditions for a new environmental analysis were met for this topic and no additional analysis was required.

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can

and should be adopted by such other agency.

Finding No. 15:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to greenhouse gas emissions have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. Impacts relating to greenhouse gas emissions would be less than significant.

F. Aesthetics

Options B and D

As described in the impact analysis for AES-1 (Section 4.1.2 of the Specific Plan EIR), the visual character of the Project site would be substantially altered due to the increased density and height of development on the site. Implementation of Options B and D would raise Lots 1 through 10 up to 8 additional feet. These Options would require up to an additional 210,000 cy of fill on the western portion of the Project site. This would raise the building pads for these lots, causing the structures proposed thereon to be more visible from surrounding areas, including Highway 101. This would further alter the visual character of the site from the existing visual conditions. Therefore, impact AES-1 would be increased and would remain Significant (Class I) under implementation of Options B or D.

The impact analysis for AES-2 (Section 4.1.2 of the Specific Plan EIR) describes impacts to views of mountains resulting from implementation of the Specific Plan. As described in AES-2, Ventura Road, which forms the site's western border, is designated as a view corridor. However, the view of the mountains eastward through the site from Ventura Road is currently blocked by existing site development and the higher elevation of the site in relation to the road, and would not be degraded or further blocked by the proposed Project. Therefore, raising building pads upward to a maximum of 8 feet along the western end of the site would not further block these views. The existing views towards the mountains north and west from Ventura Road would remain.

Impact AES-2 would not be substantially altered by implementation of Options B or D, but would remain Significant (Class 1) due to the impact of the Specific Plan on other views not affected by these Options (e.g., from Oxnard Boulevard on the eastern end of the site).

Option C

As described in the impact analysis for AES-1 (Section 4.1.2 of the Specific Plan EIR), the visual character of the site would be substantially altered due to the increased density and height of development on the site. Implementation of Option C would involve the addition of 12-22 foot floodwall on the western end

of the Project site. This would further alter the visual character of the site as the floodwall would stand taller than many of the existing structures, and would visually separate the Project site from Ventura Road. Therefore, impact AES-1 would be increased and would remain Significant (Class I) with implementation of Option C. As described in AES-2, Ventura Road is designated as a view corridor. However, the view of the mountains eastward through the site from Ventura Road is currently blocked by existing site development and the higher elevation of the site in relation to the road, and would not be degraded or further blocked by the proposed Project. Therefore, the addition of flood wall on the western end of the site would not further block these views. The existing views towards the mountains north and west from Ventura Road would remain. Impact AES-2 would not be substantially altered by implementation of Option C, but would remain Significant (Class 1) due to the impact of the Specific Plan on other views not affected by this Option (e.g., from Oxnard Boulevard on the eastern end of the site). In the context of this EIR, none of the conditions for a new environmental analysis were met for this topic and no additional analysis was required. 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

In the context of the Final EIR, none of the conditions for a new environmental analysis were met for this topic and no additional analysis was required.

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 16:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to greenhouse gas emissions have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce impacts relating to greenhouse gas emissions to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

G. Noise

Options B and D

The transportation noise (highway and rail) analysis in the Specific Plan EIR included noise modeling for

transportation sources. Highway 101 and the UPRR were modeled as linear noise sources. Noise from Highway 101 and other roadways were calculated with the Caltrans California Vehicle Noise Emission Levels (CALVENO) and standard noise modeling equations adapted from the Federal Highway Administration noise prediction model. Separate modeling of the rail line was completed. This modeling reflected the site walls proposed as part of the Project.

Under Options B and D, Lots 1-10 would be raised a maximum of 8 feet at Lots 1 and 2 along Ventura Road. The proposed site walls would also be located at a higher elevation at edge of the development pads at the top of the slopes. Highway 101 has an elevation of approximately 80 feet and the UPRR has a similar elevation of approximately 80 feet at the western edge of the Project site.

Construction Noise. The analysis for Impact N-1 in the Specific Plan EIR describes high noise levels associated with construction and construction groundborne vibrations which may affect sensitive receptors on or near the Project site. This is considered a Class II, potentially significant but mitigable impact. The Specific Plan EIR noise Mitigation Measures would reduce potential construction-related noise impacts to nearby residences to less than significant levels (Class 11). These measures would apply to all phases of project construction as appropriate under Options B and D. For the full text of these Mitigation Measures, refer to Section 4.9.2 of the Adopted Specific Plan EIR.

Operational Noise. The analysis for Impact N-4 in the Specific Plan EIR determined that proposed on-site uses could be subject to noise levels in exceedance of the thresholds established by the Noise Element due to transportation generated noise associated with Highway 101, Oxnard Boulevard, and the UPRR. However, modeling results indicate the proposed sound walls and edge landscaping design would reduce on-site noise levels from the surrounding sources below City standards, with the exception of the second floor and above residences along the northern Project boundary and the southern Project boundary. This is considered a Class 11, significant but mitigable, impact.

Under Options B and D, Project design would include a 12-foot wall on top of a berm that would parallel the northern Project boundary and Highway 101. The raised planted berm would extend 5 feet above the Highway 101 elevation, and Highway 101 sits at an elevation approximately 4 feet above the proposed Project elevation. The 12-foot wall would be built atop the berm, totaling 17 feet above the Highway 101 elevation and 21 feet above the proposed Project's ground floor elevation. An additional landscape setback would separate residential houses on the northern project boundary from the berm/12-foot wall and Highway 101. The proposed design for the site's northern boundary would attenuate noise from Highway 101 to a level below the City standard of 65 dBA (A-weighted decibel) CNEL (community noise equivalent level) at the first floor of the proposed residences. Residential uses on the northern Project boundary would be exposed to noise levels exceeding noise level criteria from Highway 101 on the second floor and above; the first floor would be subjected to lower noise levels due to attenuation effects of the proposed sound wall and berm.

Project design elements along the southern boundary adjacent to the UPRR would include a 14-foot sound wall and landscaping. These design elements would help reduce noise impacts to structures proposed adjacent to the UPRR. Residential and commercial retail uses proposed along the southern boundary of the site would be exposed to noise levels of 56.7 dBA CNEL at the ground floor due to the attenuation effect from the proposed sound wall. The sound wall would be sufficient to reduce noise levels on the ground floor of the residences to levels below City thresholds. However, the sound wall would not reduce noise levels in the second and above floors, these floors would be subject to noise levels around 72 dBA CNEL. With the UPRR, noise levels could exceed 100 dBA in the upper floors of the buildings when trains are passing. Although Project design elements would reduce noise impacts to residences near the UPRR, the reduction would only attenuate noise reaching the ground floor, and the potential remains for Project uses on the second structural level and above to be exposed to sound levels exceeding thresholds. Thus, impacts would be potentially significant. However, implementation of Specific Plan EIR noise Mitigation Measures applied to the second and above stories of residences proposed adjacent to the Project site's southern and northern boundaries would ensure that residences are not subject to noise levels exceeding City Noise Element standards. Potential noise impacts to residences would be reduced to less than significant levels with implementation of mitigation measures. For the full text of these Mitigation Measures, refer to Section 4.9.2 of the Adopted Specific Plan EIR.

In the context of this EIR, none of the conditions for a new environmental analysis were met for this topic and no additional analysis was required.

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

Finding No. 17:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to project-level construction and operational noise have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce impacts relating to project-level construction and operational noise to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

Cumulative Noise Impacts

Cumulative traffic growth in the area, in combination with the growth associated with the Specific Plan

would incrementally increase noise levels in the vicinity of the Project. Cumulative impacts along the three analyzed roadways would contribute to further exceedance of the ambient noise standard over time. Cumulative development would result in an increase of 3.1 dBA CNEL along Ventura Road, generally due to the future connection of Ventura Road to development on the north side of Highway 101 and a future southbound Highway 101 off-ramp currently under construction.

However, many of these existing residential areas have sound walls built to reduce noise levels to residences. The increase in traffic from development of the uses allowed by the Specific Plan would incrementally contribute to this impact. However, because the increase in noise associated with the Specific Plan would be only 0.1 decibels (dB) and would not be audible, the Project's contribution to the cumulative impact along Ventura Road is not considered cumulatively considerable or significant. The planned site walls will provide the same, or slightly greater, shielding from noise for the rail line at western edge of the site along Ventura Road, as the top of the site walls will be at a higher elevation in relation to the elevation of the UPRR line. Site walls located to the north of the Project area would provide slightly less shielding from noise from vehicles on Highway 101. However, in both highway and rail line shielding of respective noise, second story and above levels would require mitigation.

Finding No. 18:

Based on the above facts:

The City Council hereby finds that all feasible and reasonable mitigation measures for impacts relating to cumulative noise have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The mitigation measures will reduce impacts relating to cumulative noise to a less than significant level pursuant to Section 15091(a)(1) of the CEQA Guidelines.

3. Miscellaneous Findings

Revisions to the Draft Supplemental EIR were made as a result of the comments submitted on the Draft Supplemental EIR as well as City staff directed changes. These revisions (incorporated into the Final EIR) only clarify, amplify, or make insignificant modifications to the Draft EIR. None of these revisions represent significant new information that would result in the identification of a new significant impact or an increase in severity of such an impact, from either the project or from a new mitigation measure proposed for implementation as part of the project. Nor do these revisions include a new mitigation measure to reduce a significant impact that has been declined by the project applicant.

Finding No. 19:

Based on the above facts:

The City Council of the City of Oxnard finds that Section 15163 of the CEQA Guidelines required

preparation of a Supplemental EIR, and did not require the recirculation of the Oxnard Village Specific Plan Final EIR, as the revisions made to the Final EIR contain only the information necessary to make the previous EIR adequate for the Project.

EXHIBIT B
MITIGATION MONITORING AND REPORTING PROGRAM

ADDENDUM TO THE VILLAGE SPECIFIC PLAN EIR MITIGATION MONITORING AND REPORTING PROGRAM March 16, 2015

This Addendum supplements the Village Specific Plan EIR Mitigation Monitoring and Reporting Program (2008) to include required Traffic Mitigation Measure S-T-2a, Option B and Condition of Approval S-T-2b, contained within the Supplemental Final EIR (March 2015).

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
TRAFFIC and CIRCULATION							
S-T-2a, Option B Mitigation Measure for Intersection 4 – Ventura Road / Gonzales Road. The project applicant shall make a fair share contribution to implement intersection improvements at the Ventura Road/Gonzales Road intersection, which would consist of widening the southbound Ventura Road approach from one left-turn lane, two through lanes and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes and one shared through/right-turn. This improvement will require acquisition of additional right-of-way from adjacent parcels in the vicinity of the intersection.	Implementation of the Ventura Road/ Gonzales Road intersection improvements.	Payment of traffic fees will be paid withy each building permit issuance	Once upon completion of intersection improvement	OPD			
S-T-2b Condition of Approval for Intersection 101 Oxnard Boulevard / Wagon Wheel Road. More restrictive intersection requirements have been imposed as a condition of project approval. The project applicant shall make a fair share contribution to implement intersections improvements at the Oxnard Boulevard/Wagon Wheel Road intersection, which would widen the southbound Oxnard Boulevard approach from one left-turn lane, one through lane, and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes, and one right-turn lane.	Implementation of the Oxnard Boulevard / Wagon Wheel Road intersection improvements.	Prior to any new development within the boundary of the map area	Once upon completion of intersection improvement	OPD			

10.0 MITIGATION MONITORING AND REPORTING PROGRAM

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The Mitigation Monitoring and Reporting Program (MMRP) is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the MMRP.

In order to implement this MMRP, the City of Oxnard will designate a Project Mitigation Monitoring and Reporting Coordinator ("Coordinator"). The coordinator will be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation. The coordinator will also distribute copies of the MMRP to those responsible agencies identified in the MMRP, which have partial or full responsibility for implementing certain measures. Failure of a responsible agency to implement a mitigation measure will not in any way prevent the lead agency from implementing the proposed project.

The following table will be used as the coordinator's checklist to determine compliance with required mitigation measures.



Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
AESTHETICS							
AES-3(a) Lighting Plans and Specifications. Prior to the issuance of any building permits, the applicant shall submit lighting plans and specifications for all exterior lighting fixtures and light standards to the Planning Department for review and approval. The plans shall include a photometric design study demonstrating that all outdoor light fixtures to be installed are designed or located in a manner as to contain the direct rays from the lights on-site and to minimize spillover of light onto surrounding properties, roadways or the Santa Clara River. All parking structure lighting shall be shielded and directed away from residential uses. Such lighting shall be primarily located and directed so as to provide adequate security.	Submittal of lighting plans and specifications to the OPD for review and approval; post construction inspection by BES.	Prior to issuance of building permit; post construction	Once for review of lighting plans; once post construction to verify compliance.	BES, OPD			
AES-3(b) Building Material Specifications. Prior to the issuance of any discretionary permits for construction under the adopted Specific Plan, the applicant shall submit plans and specifications for all building materials and colors to the Planning Department for review and approval. All structures facing any public street or neighboring property shall use minimally reflective glass and all other materials and colors used on the exterior of buildings and structures shall be selected with attention to minimizing reflective glare.	Submit building materials and color schemes to OPD for review and approval; post construction inspection by BES.	Prior to the issuance of any discretionary permits for post construction.	Once for review of building materials and color schemes; once post construction to verify compliance.	OPD, BES			
AES-3(c) Light Fixture Shielding. Prior to the issuance of any building permits, the applicant shall demonstrate to the Planning Department that all night lighting installed on private property within the project site shall be shielded, directed away from residential uses, and confined to the project site. Rooftop lighting shall be limited to security lighting or aviation warning lights in accordance with Airport/Federal Aviation Administration (FAA)	Demonstrate to OPD that all night lighting installed is shielded and complies with FAA regulations; post construction inspection by BES.	Prior to the issuance of any building permit; post construction	Once prior to issuance of building permit; once post construction to verify compliance	BES, OPD			

Key: BES = City of Oxnard Building and Engineering Services
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EHD = County of Ventura Environmental Health Division

10.0 Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
requirements. Additionally, all lighting shall comply with all applicable airport safety policies and FAA regulations.							
AES-3(d) Window Tinting. Prior to the issuance of any building permits, the applicant shall submit plans and specifications showing that building windows are tinted with an antireflective material in order to minimize glare.	Submit building window tinting plan to OPD for review and approval; post construction inspection by BES.	Prior to the issuance of any building permit post construction.	Once for review of window tinting on plans; once post construction to verify compliance.	OPD, BES			
AIR QUALITY							
AQ-1(a) Dust Control Measures. The following shall be implemented during grading and construction to control dust.	Verification of inclusion of specified practices during all phases of grading and construction to control dust.	Once for review of construction plans prior to issuance of grading permit; field verification during grading and construction.	Once for review of construction plans; field verification periodically throughout grading and construction	BES			
1. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.							
2. Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.							
3. Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities: a. All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114. b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but							

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. 4. Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area within three weeks, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust. 5. Signs shall be posted on-site limiting traffic to 15 miles per hour or less. 6. During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site. 7. Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads. 8. Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations. 9. Shaker plates shall be installed at all truck exits						

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
from the site. 10. Dust control requirements shall be shown on all grading plans.							
AQ-1(b) Construction Equipment Controls. The following shall be implemented during construction to minimize emissions of ozone precursors. 1. Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes. 2. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications. 3. The number of pieces of equipment operating simultaneously shall be minimized. 4. Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible. 5. The engine size of construction equipment shall be the minimum practical size. 6. Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible. 7. During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.	Verification of inclusion of specified practices during grading and construction to minimize emissions from ozone precursors.	Once for review of plans prior to issuance of grading permit; field verification during grading and construction.	Once for review of construction plans; field verification periodically throughout construction.	BES			
AQ-1(c) Low Volatile Paints. Wherever feasible, non-painted exterior surfaces and low volatile interior and exterior paints shall be used for architectural coatings.	Use low volatile paints wherever feasible.	During plan check	Once, during plan check	OPD, BES			
AQ-2(a) TDM Fees. The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund. The fees will be based on	Payment of TDM fees by applicant and verification by	Prior to operation of Phase 5	Once, prior to operation of Phase 5.	OPD			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
					Initial	Date
the exceedance of the threshold for ROG and NOx, prior to operation of Phase 5. The fees shall be based on the unit cost for ROG and NOx, in effect at the time the fee is to be paid using the VCAPCD guidelines formula of: (excess emissions lbs/day) x (unit cost ROG) x (days in operation) x (3 years) = Total cost (excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost Payment of fees is required prior to operation of Phase 5.	OPD.					
AQ-2(b) Increased Efficiency. Residential and commercial land use shall increase efficiency 20% beyond Title 24. Applicant shall provide documentation of energy savings associated with materials proposed for use at time of building permit application.	Verification that applicant-supplied documentation of supplies and materials that would increase efficiency above Title 24.	At time of building permit application; post construction	Building permit application; post construction.	OPD, BES		
AQ-4(a) Alternative Fuels. During grading the applicant shall use alternative fuels and/or retro-fitted filters on construction equipment if feasible. Alternative fuels and retrofitted filters may include, but are not limited to low sulfur diesel fuel and/or catalyzed diesel particulate filters. These measures can reduce generation of PM10 by 63-80%. Applicant shall provide documentation to the City of Oxnard regarding the availability (or lack of same) of the alternative fuels (such as biodiesel and E-85) and the number of vehicles equipped with diesel particulate filters and or that meet Tier III and IV engine standards prior to each construction phase.	Use alternative fuels on construction equipment if feasible. Verification of documentation submitted to OPD by applicant regarding availability of alternative fuels.	During construction and prior to each construction phase.	Once prior to each construction phase; periodically during construction.	OPD, BES		
AQ-4(b) Equipment Limitations. Diesel-powered equipment under 75 hp located within 100 meters (325 feet) of the edge of the construction area shall be	Implement equipment limitations during	During construction and prior to each	Once prior to each construction phase;	OPD, BES		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
required to have engines that meet California Tier 4 emission standards. Diesel-powered equipment over 75 hp and operating within 100 meters (325 feet) of the edge of the construction area shall meet, at a minimum, California Tier 2 emission standards until the year 2010, at which time Tier 4 standards are applicable. The applicant shall provide to the City an inventory of the vehicles so equipped prior to each construction phase and each one shall be marked with an identification number that matches the inventory and that can easily be seen during equipment operation.	construction. Verification by BES of applicant inventory of construction vehicles prior to each construction phase.	construction phase.	periodically during construction.				
AQ-5 Air Ventilation Specifications. Forced air ventilation with filter screens on outside air intake ducts shall be provided for all residences in Planning Units 1, 7, and 8. Windows and doors shall be fully weatherproofed with caulking and weather-stripping that is rated to last at least 20 years.	Implement and verify identified air ventilation features.	At Building Permit application and prior to occupancy of units in identified planning units.	Once at Building Permit applications and once prior to occupancy of identified residential units.	OPD, BES			
BIOLOGICAL RESOURCES							
BIO-2(a) Nesting Bird Survey. If tree removal is to occur during the bird-breeding season (February 15-September 15), surveys shall be conducted prior to tree removal by a City approved biologist (a person with a biology degree and/or established skills in bird recognition). Surveys shall occur within two weeks prior to initial tree removal. A copy of the contracts and reports for these services shall be submitted to the Planning Department for review and approval prior to issuance of grading permits.	Nesting bird surveys completed if required and submittal of report to PD for review and approval.	If tree removal occurs during bird-breeding season, two weeks prior to initial tree removal and grading permit.	Once prior to issuance of grading permits.	OPD			
BIO-2(b) Establishment of Appropriate Buffers. In the event that nesting birds are observed within 250 feet of a construction area, species-specific exclusion buffers shall be determined by a City-approved biologist, and construction timing and location adjusted accordingly until the nestlings have fledged.	Establish buffers if nesting birds are located.	Prior to start of construction in conjunction with BIO-2(a).	Once prior to start of construction.	OPD			

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BIO-2(c) Construction During the Bird Nesting Season. Construction activities that would have a direct impact on bird nesting areas such as large trees, shall be conducted between October and February when nesting birds are least likely to occur.	Establish construction timing where large trees are impacted.	During construction	Periodically during construction	OPD			
BIO-2(d) Incorporation of Trees into Landscape Plan. The project landscape plans shall include an inventory of mature trees that currently exist on the project site and shall include replacement of mature trees at a minimum of a 1:1 ratio. At maturity, landscape trees shall be of a comparable height and massing to the existing trees on the property so as not to diminish the bird nesting capacity of the property compared to current conditions. An arborist report shall be submitted, and the value of trees removed shall be added to the landscape plan to augment tree plantings.	Arborist report submittal and review; verification of the inclusion of trees into landscape at identified ratio.	During Plan check	Once during plan check; once post-construction	OPD			
BIO-3 Native Landscape Plan. Non-native species or invasive plant species listed in the most updated version of the 1999 Cal-IPC Exotic Pest Plants of Greatest Ecological Concern in California shall not be planted within the project site or along the borders of the project site. This restriction shall also apply to private yards within the project through homeowners Association rules or covenants, conditions and restrictions (CC&R). The developer shall submit landscape plans reflecting this restriction for approval prior to issuance of grading permits.	Review and approve developer's submitted landscape plan prior to issuance of grading permits.	Prior to issuance of grading permit' post construction	Once prior to issuance of grading permit; once post-construction	OPD			
CULTURAL RESOURCES							
CR-1(a) Native American Monitoring. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Planning Manager for review and approval prior to grading activities on site. The	Field verification that a monitor is present during grading and trenching. Verify submittal of monthly report from Native	During grading and trenching	Periodically during grading and trenching Prior to approval of final building permits for monthly reports	OPD			

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monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.	American monitor.						
CR-1(b) Procedures for Discovery of Intact Cultural Resources. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.	Stop work if cultural resources are found during grading or trenching. Chumash representative monitoring if needed.	Periodically during grading and trenching	Periodically during grading and trenching.	OPD, BES			
CR-1(c) Procedures for Discovery of Human Remains. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the California Native American Heritage Commission.	Stop work if human remains are found during grading or trenching. NAHC notification if necessary.	As needed during grading and trenching.	As needed during grading and trenching	BES			
CR-2(a) Documentation. Prior to demolition, a Documentation Report shall be prepared by a qualified historic preservation professional, consisting of archival quality photographs (using large-format photography) and measured drawings of the significant buildings and structures to be demolished and a historic resources report shall be prepared for the property. Documentation shall include, but not be limited to, the exterior elevations of the motel complex, the bowling alley, and the restaurants. The level of documentation should be sufficient to preserve a visual record of the buildings and the surviving elements of the original landscaping. Documentation of the Wagon Wheel and El Ranchito Restaurants shall include their	Verification of an adequate Documentation Report by a qualified historic preservation professional to the Ventura County Museum.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD			

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signage using large-format photography. The dining rooms and bars shall be photo-documented using large-format photography. Copies of the Documentation Report shall be submitted to the Ventura County Museum upon completion.						
CR-2(b) Design. In consultation with a qualified historic preservation professional, and based on a comprehensive inventory of historic architectural features, the design of the project shall preserve and incorporate significant features of the historic properties, which should include but not necessarily be limited to freestanding and attached signs and other notable character-defining architectural elements of the historic properties. At the very minimum the design shall preserve the motel's neon "horse and buckboard" sign and may incorporate it into the new development. This would require its relocation. As the existing architectural elements are not necessarily compatible with the European-themed architecture of the proposed development, their incorporation shall be designed to avoid theme-related and visual/architectural conflict; the proposed plan for these elements shall be reviewed and approved by Planning staff. Suitable signage identifying the history of the sign and the Wagon Wheel area should be incorporated into the design of the relocated neon sign. Additional character-defining architectural elements for which development design incorporation is infeasible shall be offered as a donation for retention in the Ventura County Museum of History and Art. These could include elements, such as the wagon wheel windows, or the wrought branding iron fixtures. Decorative elements from the interior of the restaurant such as lighting, photographs, and furniture, also should be included in the donation offer.	The applicant shall consult a qualified historic preservation professional to preserve and incorporate significant features into the project. Review and approval of proposed plan illustrating identified elements by Planning Staff.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD		
CR-2(c) Interpretation. In consultation with a qualified historic preservation professional, a	Verification of inclusion of a	Prior to occupancy of	Once prior to occupancy of	OPD		

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permanent on-site interpretive display describing the property's significant historic themes shall be designed and incorporated into the project.	permanent on-site interpretive historic display.	buildings	buildings				
CR-2(d) Oral History. A video-based oral history project shall be undertaken for the purpose of documenting the recollections of individuals with knowledge of the property's history and the life and work of Martin V. Smith. This project shall be directed by a qualified historic preservation professional and be submitted to an appropriate Ventura County museum upon completion.	Verification of submittal of video-based oral history to the Ventura County Museum.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD			
CR-2(e) Television Specials. Two television programs of at least 30 minutes in length shall be produced on the history of the Wagon Wheel Junction and the life and work of Martin V. Smith for broadcast on the Oxnard public access channel. The programs shall be completed in consultation with a qualified historic preservation professional and based at least in part on the historic resources report and oral history program required in mitigations measures CR-2(a) and CR-2(d), above.	Verification of completion of two television specials at least 30 minutes in length.	Prior to demolition of existing structures.	Once, prior to demolition of existing structures.	OPD			
GEOLOGY & SOILS							
GEO-1 Individual Geotechnical Engineering. The applicant shall retain a certified engineer to perform geotechnical engineering for each building in each phase. The applicant shall incorporate the design contained within the geotechnical engineering plans into all buildings, structures, foundations and utilities, as applicable. The geotechnical engineering plans shall include the recommendations of the geotechnical reports and shall be submitted to Development Services Department and the Building and Engineering Services Department for review prior to issuance of grading or building permits. GeoSoils recommends using the value obtained from the site specific probabilistic seismic hazard analysis (0.74g) for the design basis ground motion to use for a 10 percent	The applicant shall perform a geotechnical evaluation for the project site and design all facilities according to recommendations provided therein. Verification and Submittal of a plan and report to Development Services Engineering	Prior to issuance of grading permits.	Once, prior to issuance of each grading or building permit.	OPD, BES			

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probability of exceedance in 50 years. This value should satisfy the minimum Uniform Building Code (UBC) requirements for seismic structural design.	Services Department.					Comments
GEO-2(a) Soil Removal. There are thin (generally less than three feet thick), isolated layers of sand and silty sand beneath the site which possess a potential for liquefaction during large seismic events. In addition, thick deposits of potentially liquefiable material (approximately six feet) were encountered near the center of the site at approximately 14 to 20 feet below existing grade and near the middle northern area of the site at approximately 11 to 16 feet below existing grade. In order to reduce the potential for surface manifestation associated with these two thick layers, soil removals in these areas shall occur prior to foundation construction; in accordance with the geotechnical recommendations, soil shall be removed to approximately 16 feet below existing grades. The excavated soil shall be utilized for onsite fills after any organic matter, debris, or individual particles greater than six inches in diameter are removed.	Soil removal prior to foundation in accordance with geotechnical recommendations.	Prior to issuance of grading or development permits	Once prior to issuance of grading or development permits; Once during construction	BES		
GEO-2(b) Pile Casing. Some of the proposed buildings will be founded on a deepened foundation system and the piles may experience downdrag forces as a result of settlement associated with liquefaction. Prior to foundation construction, drilling and casing of the upper 40 to 45 feet of the pile shall be implemented in order to reduce the effects of downdrag on the piles.	Drilling and casing of piles shall be implemented.	During construction	Periodically during foundation construction	BES		
GEO-3(a) Dewatering Program. Prior to the issuance of any grading permits a qualified hydrologist shall estimate from the final engineering plans the volume of dewatering necessary for the proposed project. If dewatering is required a dewatering program shall be designed to properly convey and treat dewatering discharge, in accordance with the NPDES permits, as well as state and local regulations. The program shall be subject to the approval of the Ventura	Estimate volume of dewatering necessary for proposed project. If dewatering is required, a plan shall be submitted to VC Watershed Protection District	Prior to issuance of grading permits	Once prior to issuance of grading permit; once, if needed, prior to implementation of dewatering program.	BES; Ventura County Watershed Protection and City of Oxnard Public Works, if needed.		

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County Flood Control District and the City of Oxnard Public Works Department. The program shall include site design methods for treatment and conveyance of temporary, and permanent if required, dewatering discharge, including but not limited to infiltration ponds, vegetated swales, and or reuse for landscape irrigation. Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions.	and City of Oxnard Public Works Department.						
GEO-3(b) Groundwater Recharge. If the volume of groundwater extracted annually in association with the Oxnard Village Specific Plan exceeds 0.15 acre-feet, a groundwater recharge contribution shall be required. The project engineer shall consult with the City of Oxnard Public Works Department, and Ventura County Flood Control District to determine appropriate methods for contributing to the recharge of the groundwater basin.	If a groundwater recharge contribution is required, consultation with City of Oxnard Public Works and Ventura County Watershed Protection District.	Prior to issuance of building and grading permits.	Once prior to issuance of building and grading permits.	BES; Ventura County Watershed Protection and City of Oxnard Public Works, if needed.			
HAZARDS and HAZARDOUS MATERIALS							
HAZ-1(a). Asbestos and Lead Based Paint Surveys. Prior to issuance of a demolition permit for any structure, a lead-based paint and asbestos survey shall be performed by a qualified and appropriately licensed professional. All testing procedures shall follow recognized local standards as well as established California and Federal assessment protocols. The lead-based paint and asbestos survey report shall quantify the areas of lead -based paint and asbestos containing materials.	Completion and verification of a lead-based paint and asbestos survey.	Prior to issuance of a demolition permit	Once prior to issuance of a demolition permit.	OPD, BES			
HAZ-1(b). Asbestos Abatement. Prior to any demolition or renovation, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as	Completion and verification of asbestos abatement for onsite structures if	Prior to any demolition or renovation	Once prior to demolition or renovation for abatement; Once post abatement	OPD, BES			

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required by the VCAPCD. All abatement activities shall be in compliance with California and Federal OSHA, and with the VCAPCD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed of at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.	necessary. Completion and verification of an abatement report submitted to the VCAPCD and City of Oxnard		for report if necessary.			
HAZ-1(c). Lead Based Paint Removal. Prior to the issuance of a permit for the renovation or demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the structure for lead-based paint. If lead-based paint is discovered, it shall be removed according to proper abatement procedures recommended by the consultant and in accordance with VCAPCD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed of by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based	Survey for lead based paint and removal if necessary. Completion of verification of abatement report submitted to VCAPCD and City of Oxnard	Prior to issuance of permit for demolition or renovation	Once prior issuance of permit for demolition or renovation; once for verification of report post abatement if necessary.	OPD, BES		

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paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets. The abatement report shall be prepared for the property owner or other responsible party, with a copy submitted to the VCAPCD and the City of Oxnard.						
HAZ-2(a). Site Development. Prior to demolition or remodeling of any existing buildings, a California Certified Environmental Assessor or other qualified environmental professional shall conduct a walk-through of the building to determine if there are any structures or features (such as an underground storage tank or sump) within or near the building that could have been used to store, contain, or dispose of hazardous materials. If such a feature is found, the applicant shall obtain all necessary permits from the City of Oxnard or County of Ventura to abandon these structures as part of the demolition. If required by the abandonment permit issued by the City or County, the applicant shall perform soil sampling and analysis in the area of the removed feature. Any identified contamination shall be reported to the lead regulatory agency and remediated in accordance with the requirements of the lead agency.	Survey for hazardous materials and removal if necessary. Obtain permits from City of Oxnard or County of Ventura if necessary Soil sampling and analysis, abatement if necessary.	Prior to demolition or renovation	Once prior to demolition or renovation; once if permits are required; once if abatement is necessary	OPD, BES		
HAZ-2(b). Contingency Plan. Prior to issuance of any grading or dewatering permits the applicant shall prepare a contingency plan that outlines measures that will be implemented in the event that presently undocumented contaminants, structures, or features are suspected or discovered during grading. The contingency plan shall identify appropriate measures to be followed if contaminants are found or suspected. The appropriate measures shall identify personnel to be notified, emergency contacts, and a procedural protocol to be implemented. The excavation and demolition contractors shall be made aware of the possibility of encountering unknown hazardous materials, and shall be provided with appropriate	Completion and verification of a contingency plan. Review and approval by City Fire Department or EHD	Prior to issuance of grading or dewatering permits	Once prior to issuance of grading or dewatering permits	OPD, Oxnard Fire Department		

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contact and notification information. The contingency plan shall include a provision stating at what point it is safe to continue with the excavation or demolition, and identify the person authorized to make that determination. The contingency plan shall be reviewed and approved by the City Fire Department or EHD prior to the issuance of the grading permit.							
HAZ-2(c) Construction Monitoring. During all site grading activities, monitoring will be conducted by a qualified environmental professional to determine if any suspected contaminated material are encountered. If contaminants are detected during grading, all work shall be stopped and the appropriate personnel, as determined by the contingency plan, shall be notified.	Construction monitoring by environmental professional.	During construction	Periodically during construction.	OPD, BES			
HAZ-2(d). Work Plan. A work plan shall be completed to address the sampling protocols to be followed as well as the number of samples to be taken and the chemical analysis required. Upon lead agency approval, the work plan shall be implemented and the results of the soil or groundwater sampling shall be forwarded to the lead regulatory agency (City of Oxnard, VCEHD, Regional Water Quality Control Board or Environmental Protection Agency Department of Toxic Substances Control). The agency should review the data determine if any additional investigation or remedial activities are deemed necessary. No work shall resume in that area until the lead local regulatory agency has provided written authorization that the area does not warrant any additional action.	Completion and verification of a work plan to address sampling protocols. Approval of work plan by lead agency.	Prior to grading permit	Once prior to grading permit	OPD, BES			
HAZ-2(e). Remediation Program. If concentrations of contaminants warrant remediation, contaminated materials shall be remediated either prior to or concurrent with construction. The contaminated materials shall be remediated under the supervision of an environmental consultant licensed to oversee such remediation and under the direction of the lead	Implementation of a remediation program if necessary. Verification of remediation	Prior to issuance of grading permit	Once prior to issuance of a grading permit	OPD, BES			

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oversight agency. The remediation program shall also be approved by a regulatory oversight agency, such as the City of Oxnard, VCEHD, RWQCB, or the DTSC. All proper waste handling and disposal procedures shall be followed. Upon completion of the remediation, the environmental consultant shall prepare a report summarizing the project, the remediation approach implemented, and the analytical results after completion of the remediation, including all waste disposal or treatment manifests.	program report if necessary.						
HAZ-2(f). Groundwater Sampling. Prior to the implementation of any dewatering program, groundwater sampling shall be performed to ensure that the system is adequately designed and permitted to address onsite groundwater conditions. If contaminants are detected in groundwater at levels that exceed maximum contaminant levels for those constituents in drinking water, or if the contaminants exceed health risk standards such as PRGs, one in one million cancer risk, or a health risk index above 1, then the results of the groundwater sampling shall be forwarded to the appropriate regulatory agency (VCEHD, RWQCB, or the DTSC). The agency shall review the data and sign off on the property or determine if any additional investigation or remedial activities are deemed necessary. The applicant shall obtain appropriate discharge permits required for the dewatering system.	Completion and verification of a groundwater sampling analysis and report if necessary. Retain discharge permits if necessary.	Prior to implementation of a dewatering program.	Once prior to implementation of a dewatering program; once if report is necessary; once if discharge permits are necessary.	OPD, BES			
HAZ-3 Aerially Deposited Lead Adjacent to Highways. Following grading adjacent to Wagon Wheel Road, soil should be stockpiled, sampled and analyzed in conformance the Los Angeles- Regional Water Quality Control Board, stockpile sampling requirements. If lead levels are detected above the hazardous material thresholds, the soil shall be hauled and disposed of by a transportation company licensed to transport hazardous materials material. In addition,	Soil analyzed following grading and procedures for removal. Verification and completion of analysis Documentation.	Following grading adjacent to Wagon Wheel Road	Once following grading; once upon completion of analysis	OPD, BES			

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the material shall be taken to a landfill or receiving facility licensed to accept hazardous waste. Documentation of the appropriate sampling, transportation and disposal must be prepared and include the volume of soil removed, where the material was moved to, and include soil profiling, and transportation and disposal manifests. The soil removal documentation shall be prepared for the property owner or other responsible party, with a copy submitted to the City of Oxnard.						
HAZ-4 Federal Aviation Administration Notification. The regulation "requires any person/organization who intends to sponsor any of the following construction or alterations to notify the Administrator of the FAA." Notification must be made in the form of a completed FAA form 7460-1.	FAA notification verification	Prior to issuance of building permits for high-rise structures	Once prior to construction of high-rise structures	OPD		
HYDROLOGY						
HWQ-1 Stormwater Pollution Prevention Plan. Prior to initiation of grading for any phase of development of the Oxnard Village Specific Plan, a California Registered Civil Engineer shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. The plans shall identify conveyance and treatment methods for any groundwater encountered during excavation for piles and foundations. Dewatering treatments shall be subject to the approval of City. BMPs that could be implemented include, but shall not be limited to, the following:	Completion and verification of a SWPPP. Approval of dewatering treatments by City.	Prior to start of grading.	Once prior to start of grading	OPD		
Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants.						

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• Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion. • Watering of graded areas with an adequate yet conservative amount water • Cessation of grading operations in high winds (i.e., greater than 15 mph). • Proper recycling of construction related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants). • During and between all phases of construction, all exposed graded and/or disturbed surfaces shall be reseeded with ground cover vegetation to minimize erosion if construction of structures and/or paving or installation of project landscaping is not scheduled to occur within four (4) weeks of completion of grading.						
HWQ-2 Drainage and Flood Control Improvement Plan. A Drainage and Flood Control Improvement Plan shall be prepared by a California Registered Civil Engineer and shall identify all required construction related and permanent drainage and flood control improvements necessary to comply with the City's regulations as well as the County's standard of "no net increase" in storm flow discharge rates into the El Rio Drain and the Santa Clara River. This analysis is required to document the existing and proposed runoff rates versus time. Not only shall the peak runoff rate be the same or less than the existing, but the time of the peak rate shall also be substantially the same. This plan shall also identify the intended use of the drain referred to as P.D. 346 to convey stormwater runoff. This plan shall be prepared in consultation with the City Supervising Civil Engineer and the Ventura	Completion and verification of a Drainage and Flood Control Improvement Plan. Obtain all necessary permits from VC Watershed Protection District.	Prior to issuance of grading permits	Once prior to issuance of a grading permit	OPD		

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County Watershed Protection District to facilitate required interagency coordination. The capacity, location, and size of all culverts, collection devices, conveyance facilities, energy dissipaters, detention basins, debris basins and related improvements shall be designed to the satisfaction of the City Supervising Civil Engineer and in consultation with the Ventura County Watershed Protection District. All necessary permits required to implement the Improvement Plan shall be obtained from the Ventura County Watershed Protection District prior to City issuance of a permit for mass grading. No grading permits shall be issued until the Drainage Plan is approved and no grading shall begin until construction related improvements are in place.						
HWQ-3(a) Biofilter, Bioswale, or Bioretention. Biofilters, bioswales or bioretention areas shall be designed and constructed for the parks and new surface parking lots to allow for treatment of stormwater runoff from the site. These facilities shall be designed by a registered civil engineer specializing in water quality or other qualified professional to ensure that retention is adequate to reduce concentrations of targeted pollutants. The biofilter, bioswale or bioretention area shall be depicted on grading and drainage plans and shall include a maintenance plan.	Implementation of biofilters, bioswales, or bioretention into project to be depicted on grading and drainage plans and include a maintenance plan.	Prior to issuance of grading permit; prior to approval of drainage and maintenance plans	Once prior to issuance of grading permit; once prior to approval of drainage and maintenance plans	OPD, BES		
HWQ-3(b) Park Maintenance Plan. The developer shall submit a park maintenance plan to the City that limits the use of herbicides and inorganic fertilizers applied onsite to those quantities necessary to treat specific problems. The park maintenance plan shall include, but not be limited to: provisions for mechanical weed control to be used wherever and whenever possible as the first choice; determination of the probable cause of a disease problem and correction as necessary (i.e.: soil nutrient problems, irrigation, water	Verification of submittal of a park maintenance plan.	Prior to issuance of building permits	Once prior to issuance of a building permits	OPD, BES		

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quality, plant type, etc.) prior to chemical use; provisions that herbicides are to be used only when necessary to cure a problem and not as a preventative measure or as a regular, periodic application; and, guidelines for use of chemical forms that have a low potential for leaching from the site.							
HWQ-3(c) Stormwater Management Plan. On behalf of the developer, a California Registered Civil Engineer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Huit-Zollars, 2007) and the review of that report and subsequent technical appendix (DWE, 2007) prepared for the proposed project: • Control of peak stormwater runoff discharge rates • Conservation of natural areas • Minimization of stormwater pollutants of concern • Proprietary treatment devices placed in the main storm drain infrastructure • Grass swale filters • Extended impoundment facilities that allow sedimentation of pollutants to occur • Provision of storm drain system stenciling and signage • Proper design of outdoor material storage areas • Proper design of trash storage areas • Proof of ongoing BMP maintenance • Proper design and treatment of runoff from parking lots The stormwater management plan shall be submitted to the City Development Services Department for review prior to issuance of grading permits, in order to	Verification of a Stormwater Management Plan that satisfies the SQUIMP.	Prior to issuance of grading permits	Once prior to issuance of a grading permit	OPD			

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Oxnard Village Specific Plan Project EIR
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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
ensure that the drainage system improvements satisfy the requirements of the SQUIMP.							
NOISE							
N-1(a) Heavy Truck Restrictions. Contractor shall prohibit off-site heavy truck activities in local residential areas.	Implementation of heavy truck restrictions.	During construction	Periodically during construction	BES			
N-1(b) Staging Area. Contractor shall provide staging areas on site to minimize off-site transportation of heavy construction equipment. These areas shall be located to maximize the distance between activity and residential areas. At a minimum, the staging areas shall be located at a distance of 200 feet from the nearest residential property line. This would reduce noise levels associated with most types of idling construction equipment.	Contractor to provide construction staging areas.	During construction	Periodically during construction	BES			
N-1(c) Diesel Equipment Mufflers. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory recommended mufflers.	Implementation of diesel equipment mufflers	During construction	Periodically during construction	BES			
N-1(d) Electrically-Powered Tools and Facilities. Electrical power shall be used to run air compressors and similar power tools and to power any temporary structures, such as construction trailers or caretaker facilities.	Implementation of electrically-powered tools and facilities	During construction	Periodically during construction	BES			
N-1(e) Additional Noise Attenuation Techniques. For all noise generating construction activity on the project site, additional noise attenuation techniques shall be employed to reduce noise levels. Such techniques shall include, but are not limited to, the use of sound blankets on noise generating equipment and the construction of temporary sound barriers between construction sites and nearby sensitive receptors.	Implementation of additional noise attenuation techniques	During construction	Periodically during construction	BES			
N-1(f) Alternative Piles Types. If pile driving activities are required for construction, alternative pile types that are quieter to install, such as Nicholson Pin Piles, Tubex grout units, or GeoJet foundation units,	Use of alternative pile types if necessary.	Prior to approval of building plans; during construction	Once prior to approval of building plans; periodically during	BES			

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shall be utilized where feasible in place of traditional driven piles to reduce noise and vibration generation. The City of Oxnard Building & Engineering Services Manager shall determine the feasibility of these alternatives pile types for the required applications.	BES to determine feasibility of these alternatives.		construction				
N-1(g) Additional Pile Driving Measures. If pile driving activities are required for construction, a field test program shall be conducted on the site prior to approval of building plans. The test shall include driving piles at several locations on the project site in the general locations where piles would be required for project construction. The test shall also include testing of various noise control measures including, but not limited to, sound blanket enclosures around pile hammers. Quantitative noise and vibration measurements, together with a subjective assessment of the resulting conditions, shall be recorded. The results of the test program shall be presented to the City of Oxnard Community Development Special Projects Director. Based on the results of the tests, the Special Projects Director shall have the right to require additional noise control measures at the site during pile driving, such as temporary sound berms and dampening enclosures.	Completion and verification of a test program if pile driving activities are required.	Prior to approval of building plans	Once prior to approval of building plans	BES			
N-4(a) Building Material Guidelines. The living areas above the first floor for all residences located within 152 feet of the Union Pacific Railroad track, and the third floor living areas of all residences located along the northern site boundary, shall be constructed to include sufficient noise attenuation to reduce interior levels to a CNEL of 45 dBA. This would require at a minimum the use of double-paned windows on all windows that are exposed to railroad noise. Such windows should have a minimum laboratory standard transmission class (STC) of 37. The glass shall be sealed into the frame in an airtight manner with a non-hardening sealant or a soft elastomer gasket, or gasket	Building material guidelines shall be required for all identified residential units.	Prior to issuance of building permits and prior to occupancy of identified residential units	Once at plan check and once prior to occupancy of identified residential units	BES			

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tape. The window frames shall be correctly installed into the wall and insulated to avoid any air gaps. The total area of glazing facing the railroad tracks in rooms used for sleeping on the upper floors shall not exceed 20 percent of the wall area. Solid-core doors shall be used for those doorways facing the railroad tracks and walls should be insulated in conformance with California Title 24 requirements. The exterior wall facing material shall be stucco, or other surface with an STC rating of at least 45.						
N-4(b) Building Design. The living areas shall contain forced air ventilation. All duct work for ventilation shall include noise louvers at the exterior outlet and/or duct outlets shall be directed either opposite to or perpendicular to the railroad tracks and US 101. Upper level patio/deck areas shall not be positioned facing the railroad tracks for residences along the southern site boundary or the US 101 along the northern site boundary.	Implementation of building design features.	Post construction, prior to occupancy of residential units	Once prior to occupancy of identified residential units	BES		
POPULATION and HOUSING						
PH-2 Implementation of the Wagon Wheel Mobilehome Park Closure Impact Report. Prior to the issuance of building permits, the "Mitigation Options" contained in the Wagon Wheel Mobilehome Park Closure Impact Report, prepared by Star Management in September 2006, shall be implemented. The owner of the mobilehome park shall provide documentation to the City of Oxnard Planning Department that demonstrates that the "Mitigation Options" were made available to the mobilehome owners. The following is a summary of the Mitigation Options set forth by the Mobilehome Park Closure Impact Report that would be available to mobilehome owners: • Option 1: State Required Mitigation to Relocate Mobilehomes. This option involves the payment	Verification of implementation of the "Mitigation Options" in the Wagon Wheel Mobilehome Park Closure Impact Report.	Prior to issuance of building permits	Once prior to issuance of building permits	OPD		

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improvements prior to 25% project occupancy, issuance of the 375th occupancy permit (commercial or residential), or whichever comes first.							
PS-1 (b) Elevator Shaft Smoke Detection. As a condition of construction, means shall be provided, by the project proponent working in conjunction with the Oxnard Fire Department, to detect products of fire, smoke, and combustion in all elevator shafts and components of the elevators or as required by the California Building Code and California Fire Code.	Verification of implementation of an elevator shaft smoke detection system	Post construction prior to occupancy buildings with elevators	Once post construction prior to occupancy buildings with elevators	BES			
PS-1 (c) Community Facilities District (CFD) Fee or Other Funding Mechanism as Agreed Upon by the City. The Development Agreement for the project shall include formation of a Community Facilities District or alternate method to fund long-term personnel costs required to serve the project. The CFD or alternative funding program shall be in place upon 25% of total project occupancy, issuance of the 375th occupancy permit (commercial or residential) or whichever comes first.	Verification of formation of a Community Facilities District or alternative funding program.	Prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.	Once, prior to 25% project occupancy or issuance of the 375th occupancy permit, or whichever comes first.	OPD, and OFD			
PS-2 Oxnard Police Department Consultation. Prior to approval of individual Development Design Review permits, the applicant shall work closely with the Oxnard Police Department prior to the final design of the project to ensure the development of adequate security measures for the construction and occupancy stages of development. Such measures may include but not be limited to the following: • Compliance with Oxnard Police Department recommendations relative to building design, site design, visibility, access, graffiti control, landscaping, security lighting, doors, locks and other relevant factors in the preparation of the final plans. • The Oxnard Police Department shall be included	Oxnard Police Department consultation and approval of final design of the project	Prior to approval of individual Development Design Review permits	Once, prior to approval of individual Development Design Review permits	OPD, and Oxnard Police Department			

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in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development. Implement fencing and security measures during the construction phase. The City of Oxnard Police Department shall approve security measures.							
PS-3 Emergency Plan. The developer of the high-rise components of the Specific Plan shall be responsible for creating, implementing, maintaining and updating an emergency plan for the building(s) or as required by the California Building Code and California Fire Code. The emergency plan shall be submitted to the Building and Engineering Services Department, Fire Department and Police Department for review and approval prior to issuance of building permits for the high-rise buildings. 74 The emergency plan shall contain a description of the actions all occupants should take in an emergency evacuation. A floor plan providing emergency safety procedures and evacuation routes shall be posted at every stairway landing, at every elevator landing, stairways and immediately inside all public entrances to the building. The information shall be representative of the floor level and be posted so that the bottom edge of such information is not located more than four feet above the floor. The emergency plan shall include a regularly updated list of the names and locations of each regular occupant who has voluntarily self-identified that they need assistance in case of emergency and the type of	Verification of completion, implementation, and maintaining, and updating an emergency plan.	Prior to issuance of building permits for the high-rise building.	Once prior to the issuance of building permits for the high-rise building; Once post construction; annually thereafter	OPD, and OFD			

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assistance they require to swiftly exit the proposed building in the event of an emergency. The plan shall be kept on the building premises at all times and shall be available upon request to Development Services, Building and Engineering Services, the Fire Department and the Police Department. Key practical information from the plan shall be published in the form of a leaflet, brochure, or pamphlet and made available to each new resident. This information shall be available in alternative formats upon request (e.g., Braille, large print and audio).						
RECREATION						
REC-1 Parkland Dedication or Mitigation Fee. The Oxnard City Code (Chapter 2, Article 12) requires that, as a condition of approval of any residential subdivision map, a developer shall either contribute land for the development of park sites or pay fees, according to a fee structure determined by the City, for the acquisition and development of park sites. Parkland acquired in this manner is based on a factor of 2.5 acres for every 1,000 residents. These "Quimby Fees" are provided for under the California Government Code Section 66477. If impact mitigation is parkland dedication, the Parks and Recreation Division shall determine the project's parkland dedication requirement. If the impact mitigation is payment of Quimby fees, the Planning Division shall determine the project's fee requirements based on the net shortage of parks and recreational space provided within the development. The land, fees, or combination thereof are to be used only for the purpose of developing new, or rehabilitating existing neighborhood or community park or recreation facilities to serve the project.	Verification of contribution of either parkland or mitigation fees.	Prior to issuance of building permits	Once prior to issuance of building permits	OPD		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
TRAFFIC and CIRCULATION							
T-1(a) Oxnard Boulevard/Vineyard Avenue. Based on discussions with the City, the mitigation for this intersection is based on a General Plan improvement that modifies the median on Oxnard Boulevard and reconfigures the northbound and southbound approaches. One northbound and one southbound through lane shall be added. The mitigated northbound configuration would be two left-turn lanes, three through lanes, and two right-turn lanes. The mitigated southbound configuration would be two left-turn lanes, three through lanes, and a shared through/right lane. Analysis undertaken by the City indicates that this mitigation measure can be implemented without the need to acquire additional right-of-way.	Implementation of mitigation identified in the General Plan	Prior to issuance of the first building permit	Once upon completion of intersection improvement	OPD			
T-1(b) Oxnard Boulevard/US 101 Northbound Off-Ramp. A second left-turn lane from the US 101 Northbound Ramp onto Oxnard Boulevard shall be added to the intersection design. Ramp modification and redesign is necessary with the second left turn lane but it is unlikely that additional right-of-way for would be required. The ramp should be redesigned to California Department of Transportation (Caltrans) specifications.	Implementation of the Oxnard Blvd/US 101 Northbound off-ramp improvements.	Prior to issuance of the 125 th certificate of occupancy	Once upon completion of intersection improvement	OPD			
T-1(c) Oxnard Boulevard/Main Street (Spur Drive). The City's General Plan calls for three through lanes in each direction on Oxnard Boulevard. Therefore, a third southbound through lane on Oxnard Boulevard shall be added. In addition, the southbound left-turn volume into the Esplanade Shopping Center is projected to be greater than 300 vehicles in the PM peak hour. Therefore, an additional southbound left-turn lane shall be added to accommodate the left-turn volume without impacting the southbound through movement. In addition, a southbound right-turn lane shall be added to handle traffic traveling to the project.	Implementation of mitigation identified in the 2020 General Plan	Engineering plans to be prepared for City review and approval prior to issuance of the 25 th certificate of occupancy. Improvements to be in place to the satisfaction of the City	Once upon completion of intersection improvement	OPD			

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The final mitigated southbound lane configuration will be two left-turn lanes, three through lanes, and a right-turn lane. Preliminary analysis suggests that the right-of-way required for the mitigation measures would be available from the project site. However, a full set of engineering drawings will be necessary to determine the right-of-way required.		Traffic Engineer prior to issuance of the 150 th certificate of occupancy				
T-3 Parking Management. Consistent with Section 16-651 of the Oxnard Municipal Code, the applicant shall submit a parking study prepared by a professional traffic engineer registered by the State, demonstrating that the parking demands for the uses for which shared parking is requested will not conflict. The parking study shall be prepared in accordance with the parking study guidelines, on file with the development services department, prior to approval of building permits. If the request for administrative relief from parking provisions is approved based on the shared parking strategy or other parking management strategy, the impact would be deemed mitigated. However, if it is not approved, the project shall be redesigned to meet the City's parking requirements in accordance with Article X of Chapter 16 of the Municipal Code.	Verification of submittal of a parking study by applicant.	Prior to the first Development Design Review permit	Once prior to issuance of the first certificate of occupancy	OPD		
UTILITIES and SERVICE SYSTEMS						
UTL-1(a) On-site Domestic Water System. The on-site domestic water system shall include:	Verification of plans and completion of on-site domestic water system	During plan check and post construction	Once during plan check; Once post construction	OPD, BES		
- A public pipeline systems which feed into separate water meters for each ownership. In addition, there shall be separate water meters for each multi-family unit townhouses, but not apartment units. The high-rise residential towers may be master-metered. - A separate water meter (1) for the common landscape areas that would be connected to the future recycled water system. - All domestic water pipelines shall adhere to						

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DOHS requirements for separation between water and recycled water/wastewater pipelines. • The developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees."						
UTL-1(b) On-site Recycled Water System. An on-site recycled water system shall include the following: • The developer will be responsible for the pipeline extension from the mainline in Ventura Road to the property (either to construct the line or to reimburse the City if as part of the RWBS project, a service extension is made to the Oxnard Village property). • The developer shall be responsible for the design and construction of the recycled water main pipeline system within the Oxnard Village development. The mainline shall be a public system with meters, as appropriate, to recycled water customers. Construction will be per City standard requirements with applicable fees. The design must allow for connection to the domestic water system until the time when recycled water is available. At that time the system will be switched from domestic water to recycled water. • The developer shall provide a recycled water system that serves all practical irrigated areas and which is: (1) separated from the domestic water system, (2) constructed per the City's Recycled Water Construction Standards (being developed), (3) irrigated at night and (4) properly signed. Note that the signs shall be installed once the system is fully operational. • The portion of the irrigation intended for the future recycled water system shall be separately metered from that portion of the system that will not be connected to the future recycled water	Verification of plans and completion of on-site recycled water system	During plan check and post construction	Once during plan check; Once post construction	OPD, BES		

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification	
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- system, if any. - Until the recycled water system is operational, the common area irrigation system shall be connected to the domestic system. Once recycled water is available, and connection to the recycled water system is made, the developer shall remove the connection to the domestic water system. No domestic water back-up is needed, since the City will provide such back-up including an appropriate air gap facility as part of the City's system. - Prior to the availability of recycled water, the developer shall be responsible for payment of the Recycled Water Connection Fee or the water connection fee, whichever is greater for facilities constructed. - At such time as recycled water is available, the developer shall be responsible for all costs involved with the re-connection of the applicable portions of the irrigation system to the public recycled water system, including appropriate signage. Credits for connection fees shall be given by the City based on the size of the meter(s). Under no circumstance will there be a refund of water connection fees already paid. - The developer shall be responsible for appropriate CCR's covering the use of recycled water within the property and for proper disclosures. - Prior to submittal of subdivision improvement plans, the developer shall review with the City the potential for dual plumbing for the high-rise towers, whereby toilet facilities would be served by the recycled water system. No determination has yet been made regarding whether the City will desire to proceed with this plan. However, should the City decide that it is desired, all costs						

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associated with the dual plumbing shall be borne by the developer.						
UTL-1(c) Exterior Water Conservation. The developer shall incorporate exterior water conservation features, as recommended by the State Department of Water Resources, into the project. These shall include, but are not limited to:	Verification of implementation of exterior water conservation features	During plan check and post construction	Once during plan check; Once post construction	OPD, BES		
- Landscaping of common areas with low water-using plants - Minimizing the use of turf by limiting it to lawn dependent uses - Wherever turf is used, installing warm season grasses						
UTL-1(d) Grey Water. The developer shall, to the extent feasible, use reclaimed water for irrigation of landscaping and other uses if or when such water is available at the project site.	Use grey water to the extent feasible	During plan check	Once during plan check	OPD		
UTL-1(e) Drought-Tolerant Landscaping. The developer shall predominantly use vegetation that requires minimal irrigation (i.e., drought tolerant plant species) in all site landscaping where feasible for new plantings.	Verify use of drought tolerant landscaping	During plan check and post development	Once during plan check; once post construction	OPD		
UTL-2(a) Domestic Water Connection. The domestic water connection shall connect to the City's system in at least two (2) locations as approved by the City, generally located along the eastern side of the property (Oxnard Blvd.) and along the western side of the property (Ventura Road). There shall be an on-site looped main transmission system through the development.	Verify connection to City's domestic water system	Post development	Once during post construction	BES		
UTL-2(b) Waterline Relocation. Existing waterlines within the development shall be re-located such that they meet City requirements with respect to standard depth of pipelines and also are located within street areas (preferable) or approved easements.	Verification of waterline relocation	Post development	Once during post construction	BES		
UTL-2(c) Fire flow/Pipeline Improvements.	Verification of	During plan	Once during plan	BES and OFD		

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Improvements to on-site fire flow/pipeline shall include: • An internal water system designed to provide for the higher of: maximum day plus fire or peak hour demand. • Unless some other comparable system is identified and approved by the Development Services Department, fire flow requirements shall be met through the public pipeline system without allowance for a pumping system aside from internal building fire pumps needed to satisfy the needs for multi-story buildings. To meet the anticipated fire flow requirement of 4,500 gpm (high rise building), the developer working in cooperation with the City shall construct a looped pipeline system from Gonzales Road along Ventura Road or an approved parallel street to and through the proposed development and then back to Gonzales Road along Oxnard Boulevard or an approved parallel street. The developer shall be responsible for the design and construction of all on-site waterlines. The developer shall be responsible for the cost of the pipeline along Ventura Road to the development, less any contributions by others, if any, as determined by the City. In addition, the developer shall be responsible for any other fees described in the Connection Fee Study. • Subdivision improvement plans will not be approved until an agreement between the developer and City addresses the fire flow/pipeline improvements with a definitive schedule. Should the timing for City-installed improvements not meet the developer requirements, then the developer shall have the option of designing and constructing those	implementation of fire flow/pipeline improvements	check and post development	check; once post construction				

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improvements subject to an agreement for reimbursement for that portion which is the City responsibility. - The developer shall be responsible for payment of capital improvement/connection fees, including all related "installation fees." - The developer shall verify actual fire flow availability through field testing in accordance with City Building and Safety Department requirements. However, field testing shall supplement and not replace verified adequacy through computer simulation. - For all buildings over three (3) stories in height, the developer will be responsible for the design, installation and operation of a domestic water pump, as appropriate or needed, for such buildings, and (2) the design and installation of fire pump (s) to meet the fire flow requirements for the building. The latter must meet the requirements of the Underwriters Laboratory (UL) and all other fire, plumbing and electrical codes. The fire pump(s) shall be privately operated and maintained.						
UTL-3 Public Sewer Connection. Based on estimated wastewater flows generated by the proposed project, the following conditions shall be met: - All units and buildings having sewer facilities shall be connected to the public sewer system. - The developer shall be responsible for the payment of the City Wastewater Connection Fee. - The developer may be responsible for the costs involved with the City's providing capacity in downstream Trunk Sewers, i.e. system capacity increase, and with the replacement of Lift Station 23. The project's pro rata contribution to improvements to this system shall be determined	Verification of implementation of public sewer connection	During plan check and post development	Once during plan check; once post construction	BES		

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- by the City's Wastewater Engineer. - The downstream sewer and lift station improvements shall be implemented prior to project occupancy. Should the City not be able to construct said improvements prior to project occupancy, the City may have the developer install such improvements subject to a reimbursement agreement for those costs that are considered City responsibility. - Existing City sewers that are within the development shall either: (1) be protected in place within satisfactory easements (i.e. within public streets) with depth of cover meeting City requirements, or (2) shall be relocated to acceptable easement conditions with the existing lines abandoned in accordance with City standards. - No on-site lift stations shall be constructed as part of the proposed Specific Plan.							

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ADDENDUM TO THE VILLAGE SPECIFIC PLAN EIR MITIGATION MONITORING AND REPORTING PROGRAM

March 16, 2015

This Addendum supplements the Village Specific Plan EIR Mitigation Monitoring and Reporting Program (2008) to include required Traffic Mitigation Measure S-T-2a, Option B and Condition of Approval S-T-2b, contained within the Supplemental Final EIR (March 2015).

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
TRAFFIC and CIRCULATION							
S-T-2a, Option B Mitigation Measure for Intersection 4 – Ventura Road / Gonzales Road. The project applicant shall make a fair share contribution to implement intersection improvements at the Ventura Road/Gonzales Road intersection, which would consist of widening the southbound Ventura Road approach from one left-turn lane, two through lanes and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes and one shared through/right-turn. This improvement will require acquisition of additional right-of-way from adjacent parcels in the vicinity of the intersection.	Implementation of the Ventura Road/ Gonzales Road intersection improvements.	Payment of traffic fees will be paid withy each building permit issuance	Once upon completion of intersection improvement	OPD			
S-T-2b Condition of Approval for Intersection 101 Oxnard Boulevard / Wagon Wheel Road. More restrictive intersection requirements have been imposed as a condition of project approval. The project applicant shall make a fair share contribution to implement intersections improvements at the Oxnard Boulevard/Wagon Wheel Road intersection, which would widen the southbound Oxnard Boulevard approach from one left-turn lane, one through lane, and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes, and one right-turn lane.	Implementation of the Oxnard Boulevard / Wagon Wheel Road intersection improvements.	Prior to any new development within the boundary of the map area	Once upon completion of intersection improvement	OPD			

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 11-300-07 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5745) TO SUBDIVIDE A 62 ACRE PARCEL LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST. (APN'S 139-0-022-015; 139-0-022-030; 139-0-022-040; 139-0-022-060; 139-0-022-140; 139-0-022-165; 139-0-022-175; 139-0-022-185; 139-0-022-190; 139-0-022-200; 139-0-022-215; 139-0-022-225; 139-0-022-235; 139-0-022-245; 139-0-022-255; 139-0-022-265; 139-0-022-275; 139-0-170-015; 139-0-170-025; 139-0-170-030; 139-0-170-045; 139-0-170-055; 139-0-170-095; 139-0-161-025; 139-0-161-035; 139-0-162-040; 139-0-162-075; 139-0-162-085; 139-0-150-110; AND 139-0-150-135). FILED BY OAKWOOD COMMUNITIES, INC., 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, on April 2, 2015, the Planning Commission recommended approval of an application for Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745) and certification of Supplemental Environmental Impact Report (SEIR) No. 2014-01 for Tentative Subdivision Map Tract No. 5745 (the "**Project**"), filed jointly by the Oakwood Communities, Inc. (collectively referred to "**Applicant**" or "**Developer**" in the record of proceedings); and

WHEREAS, the Applicant requested an update to Planning Commission Resolution 2015-17 (TSM) to revise certain conditions of approval that relate to a Master Homeowner Association, FEMA flood protection, intersection improvements and fees; and

WHEREAS, Staff has reviewed the requested revisions, made appropriate changes, and recommends City Council approval of the revisions. The revised conditions of approval are attached hereto and incorporated herein by this reference; and

WHEREAS, on July 28, 2015, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745), 13-670-01 (First Amendment to Development Agreement No. A-7122) and considered certification of Final Supplemental Environmental Impact Report ("**Final SEIR**") 2014-01 pursuant to the California Environmental Quality Act ("**CEQA**"); and

WHEREAS, on July 28, 2015, the City Council certified Final SEIR 2014-04 pursuant to CEQA for approval of the Project and found that the Final SEIR was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to certify the Final SEIR is based is located in the Planning Division,

and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745) was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

- (1) **That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

Tentative Tract Map 5745 is proposed to subdivide the approximately 62-acre Oxnard Village Specific Plan area in conformance with the adopted Specific Plan by creating 17 numbered lots for development with uses as allowed by the Specific Plan and 19 lettered lots for public improvements and open space and is in substantial conformance with The Village Specific Plan as adopted in 2008, which sets forth the following:

- a. Location and extent of land uses within the Specific Plan Area:

The map boundary for Tentative Tract Map 5745 is coterminous with the boundary of the adopted Specific Plan. The lots are configured to be consistent with Scenario A of the adopted Specific Plan.

- b. Location, extent, and general intensity of major components of public and private transportation, sewage, drainage, water, solid waste disposal, energy, and other essential facilities planned to support the land uses described in the Specific Plan:

Tentative Tract Map 5745 includes street, water, sewer and drainage improvements designed in substantial conformance with the adopted Specific Plan and planned to have sufficient capacity to support the type and intensity of land uses permitted by the adopted Specific Plan.

- c. Criteria by which development would proceed, including Development Standards, Design Guidelines, and a phasing program:

The design of Tentative Tract Map 5745 conforms to Development Standards in the Specific Plan and the Design Guidelines applicable to the subdivision of land.

- d. Program of implementation measures, including regulations, programs, public works projects, and financing measures:

Tentative Tract Map 5745 is proposed to subdivide the site in conformance with the adopted Specific Plan, including the implementation measures. No changes to the implementation measures in the adopted Specific Plan are proposed or required.

- (2) **That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The configuration of the proposed lots and street improvements are in substantial conformance with the intent of The Village Specific Plan in terms of development sites, collector circulation and park space. Future development of the individual lots will occur in accordance with the development guidelines and subject to the administrative approval process as outlined in the Village Specific Plan.

- (3) **That the site is physically suitable for the type of development.**

The physical suitability of The Village Specific Plan site for the type of development allowed by the adopted Specific Plan was evaluated in Environmental Impact Report 06-03, which was certified by the Oxnard Planning Commission in September 2008.

In January of 2009, the City Council of the City of Oxnard adopted an ordinance amending the City Zoning Map (PZ 06-570-05) designation to The Village Specific Plan, determining that the site is suitable for the uses proposed under The Village Specific Plan.

The April 2015 Final Supplemental EIR for Tentative Tract Map 5745 evaluated the proposed map, including the grading plan, drainage, flood protection and street improvements, and determined that, with the incorporation of the mitigation measures identified in certified EIR 06-03 and the Final Supplemental EIR, the site is physically suitable for the type of development permitted by the adopted Specific Plan.

- (4) **That the site is physically suitable for the proposed density of development.**

In January of 2009, the City Council of the City of Oxnard adopted an ordinance approving Planning and Zoning Permit 08-630-02 for the proposed development of The Village Specific Plan. Within the Specific Plan Land Use Chapter 2, density ranges are indicated per Planning Area within the Specific Plan boundary. The effects of the intensity of development permitted by the adopted Specific Plan

was evaluated in certified EIR 06-03 and the Final Supplemental EIR included updated analysis of the potential traffic impacts. Based on the analysis in certified EIR 06-03 and the Final Supplemental EIR, the site is physically suitable for the density development permitted by the adopted Specific Plan.

- (5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

In September 2008, the Oxnard Planning Commission certified Environmental Impact Report 06-03 which analyzed potential impacts to fish, wildlife and their habitat. This FEIR included information from three site surveys for biological resources conducted between 1993 and 1995 and an additional survey conducted in 1999. All of these surveys determined that the site, which is developed with urban uses, contains ornamental vegetation and does not contain native vegetation or habitat and, for this reason, development of the site with the uses allowed by the adopted Specific Plan would not result in any substantial environmental damage nor be likely to substantially and avoidably injure fish or wildlife or their habitat. In addition, EIR 06-03 determined The Village project would not result in any indirect impacts on biological resources in the Santa Clara River, which is located west of the site and Ventura Road, that would cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

- (6) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The proposed Tentative Map subdivides the project site into development, open space and lots for public improvements such as streets. Potential public health problems were evaluated in certified EIR 06-03 and the air quality analysis was updated in the Final Supplemental EIR. This analysis determined the design of the subdivision and the improvements would not cause any serious public health problems.

- (7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The location and disposition of all existing and future easements are identified on the Tentative Map document, sheets 6 and 7. No conflicts with public easements will result from the adoption of Tentative Tract Map 5745 as proposed.

SECTION 2. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit 11-300-07 (Tentative Subdivision Map for Tract No. 5745), subject to conditions of approval contained herein.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated April 14, 2014, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and

waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
7. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

LANDSCAPE STANDARD CONDITIONS

9. Before the City accepts any medians and parkways from Developer, the on site landscaping must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
10. After Developer installs irrigation and landscape improvements on the project property or on Caltrans freeway right-of-way, but before the City's final acceptance thereof, Developer shall provide the Planning Division or designee with one set of mylar (minimum 3 mil) original drawings, which shall accurately reflect all "as-built" conditions. (PK, PK-16)
11. Developer shall provide landscape and irrigation improvements within Caltrans freeway right of way and shall maintain such improvements permanently or until such time as Caltrans assumes full maintenance responsibilities. The design of the landscape improvements shall be approved by both Caltrans and the General Services Director. (PK, PK-17)
12. For all landscape areas, Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
13. At time of submittal to the Building and Engineering Division for plan check for any development within the project property, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

14. Developer shall include a note on all Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

15. Prior to City approval of engineering improvement plans, and prior to the removal of the first tree on site (excluding PZ 12-300-03), Developer shall submit to the Project Planner an exhibit entitled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site which will be removed or have been removed, and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list the financial value of the trees to be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) will be financially augmented on the site by provided upgraded landscaping/trees above the City's tree standard of 24" box (trees). The exhibit shall distribute the appraised value of the removed trees to public medians, parkways, entryways, public parks, and the roundabout. (PK)
16. Developer may submit phased median and parkway landscape and irrigation plans. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a landscape and irrigation phasing plan for review and approval by the Development Services Director and General Services Director. For each phase, as determined appropriate by the City, Developer shall submit four sets of median and parkway landscape and irrigation plans with submittal of the public improvement plans. The City shall approve these median and parkway landscape and irrigation plans concurrently with approval of the public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. Each phase of landscape and irrigation improvements and adjacent public improvements must be constructed and operational to the satisfaction of the City prior to final inspections and/or issuance of a certificate of occupancy for each specific phase. (DS/ PK) (Changed since PC Approval)
17. Developer agrees that the project has aesthetic impacts arising from redevelopment of the project site, which the landscaping, park, and other public improvements for the project are intended to mitigate. Developer further agrees that the public improvements must be maintained in order to continue to mitigate such impacts. Construction of this project will necessitate the formation of a Community Facilities Maintenance District and or Master Homeowner Association (Master HOA), excluding lot 11 whereby the expenses of maintenance and operation of the public improvements will be assessed upon the real property within the project. (Changed since PC Approval)

18. Developer shall enter into an agreement with the City, in a form to be approved by the City Attorney, establishing this condition as a covenant running with the land, which will be recorded. Developer shall insert such covenant, in a form approved by the City Attorney, in each deed of real property in the project granted by Developer. Developer shall sell or grant no property in the project until after maintenance assessment district and or Master HOA has been formed and the property has been annexed into the maintenance assessment district and or Master HOA. Sale of phases of the project to merchant builders may be approved with the submittal of documentation acceptable to the General Service and Development Services Directors guaranteeing formation of the CFD and or Master HOA. Other arrangements guaranteeing construction and perpetual maintenance of the listed improvements at the expense of the property owners within the project may be approved as determined appropriate by the General Services and Development Services Directors. (Changed since PC Approval)
19. In the event that an assessment district no longer exists or Developer desires to establish a Master HOA, Developer agrees to establish a Master HOA for the project as directed by the City, and to fund such maintenance of items listed in condition of approval number 21 of the subject resolution. Additional items may be funded at the mutual agreement between the City and the Developer. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for certain public improvements, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK/PL) (Changed Since PC Approval)
20. Prior to approval of the Final Map, Developer shall provide to the General Services Director a copy of the document entitled "Agreement" containing Developer's agreement to vote in favor of a CFD for the project, bearing the Ventura County Recorder's stamp, confirming that the document has been recorded in the Ventura County Recorder's Office. (PK, PK-21)
21. Prior to approval of the Final Map, Developer shall provide the Development Services Manager with a complete, detailed CFD master plan for all phases of the project and shall deposit \$13,700 to pay for staff time, attorney time and the engineer's report necessary to prepare all documents and hold hearings to form the CFD and impose a rate and method of apportionment to levy a special tax on property within the project to pay the costs of maintaining certain public improvements in the district. The CFD shall be structured so that the Developer and subsequent property owners pay the full costs of the operation and maintenance of any items eligible and accepted by the City. These may include: public parks; public landscaping; the Multi Use Path (MUP), including exercise equipment in the MUP area; the MUP bridge over Oxnard Blvd.; street lights; retaining walls, including the retaining wall on Oxnard Blvd. and Ventura Rd.; street trees; medians and sidewalks in and adjacent to the project; floodwalls, flood improvements, and flood protection facilities;

stormwater quality best management practices devices (such as storm water filters and grassy swales, etc.); and Caltrans landscape area(s). A Joint Community Facilities District with Caltrans may be needed as part of the CFD. (PK/PL)

The Community Facilities District Master Plan shall be drawn at an approved scale, clearly designating areas of maintenance responsibility assumed by: (a) a CFD; (b) a homeowners association; (c) a Master HOA and/or (d) the City. After General Services Director approves such plan, Developer shall provide to the General Services Director a mylar (minimum 3 mil) original drawing of the maintenance district master plan. (PK/PL) (Changed since PC Approval)

22. The City shall agree to the Developer's formation of a CFD and/or Master Homeowner Association on specific lots as follows: Lots A, B, C. If an Master HOA is formed, the City agrees to grant a maintenance easement to the Master HOA for the subject lots. The park acreage of these lots shall be permitted to meet a portion of the required Quimby park acreage. The MUP within any park area shall not be counted as both required park acreage and also receive Quimby fee credit. The park acreage in Lots A, B and C will be counted toward the Quimby requirement. (PK/PL) (Changed since PC Approval)
23. The lots associated with the MUP shall be within the CFD and/or Master Homeowner Association (HOA). If a Master HOA is formed, the City agrees to grant a maintenance easement to the Master HOA. Ownership of the MUP lots shall be by a Master HOA, and an easement shall be granted to the City, or as otherwise approved by the General Services Director for acceptance of said lots for City ownership. Based upon the design, location and amenities of the MUP lots, Quimby credit for the area shown on the approved TSM may be given as determined by the General Services Director. Credit shall not be given for any area shown on the TSM cross section or on the TSM not determined necessary for the MUP nor for any additional design amenities required for uses other than the MUP. (PK/PL) (Changed since PC Approval)
24. A parcel intended for the Transit Center will be maintained through the CFD or Master HOA and owned by the City. This area shall not be permitted to meet a portion of the required Quimby park acreage. (PK/PL) (Changed since PC Approval)
25. Lot E and Lot F, at the City's direction, may become a part of Lot 3 and Lot 2 respectively. Lot Q shall be owned by the Master HOA, or may become part of Lot 16 at the City's direction, and an easement may be given to the City for the landscaping. Lot R shall be merged with Lot 11 (PK/PL) (Changed since PC Approval)
26. Developer shall dedicate to the City an easement along Ventura Road which encompasses the proposed Santa Clara River flood protection improvements as directed by the Development Services Director. Developer shall also dedicate to the City an easement along the non-river side of the floodwall of a sufficient width to provide for periodic inspection and ongoing maintenance of the flood protection improvements as determined

necessary by the Development Services Director. Developer shall retain for the future Homeowners Association the responsibility for perpetual maintenance of landscaping, irrigation, soundwalls and other non-flood protection improvements within the easement areas. Lot T shall be reconfigured, and an additional Lot created within Lot 1 to conform to necessary flood protection improvements. (PK/PL) (Changed since PC Approval)

27. Lot N and O and the entry element along Ventura Rd. will be owned by the Master HOA and maintained by a CFD and or Master HOA. The public use easement shall be granted for the MUP through Lots N and O. This acreage shall be permitted to count towards the Developer's total required public open space requirement; however, with the exception of MUP hardscape, these areas shall not count towards the Developers required Quimby obligation. (PK/PL) (Changed since PC Approval)
28. A Master HOA shall be formed, and remain in effect in perpetuity, to maintain, at a minimum, the soundwalls within the Project. The Master HOA shall maintain any other improvements not eligible for inclusion in the CFD. (Changed since PC Approval)
29. All paving within public park areas and the MUP, and improvements to be maintained by a CFD or Master HOA, must be constructed with a concrete base material (PK/PL). (Changed since PC Approval)
30. All fencing to be installed within public areas, as determined by the Development Services Director, shall meet City approved requirements and specifications and shall be approved by the Planning Manager and General Services Director prior to installation (PK). (Changed since PC Approval)
31. Concurrent with submittal of site/lot construction drawings for Lots 8-16, Developer shall provide landscaping and irrigation, signage, and hardscape improvement plans for Lots B, C, N and O. These plans shall be approved by the Development Services and General Services Directors and shall be under construction by the Developer and accepted by the City prior final inspection for the 200th dwelling unit. The Development Services Director and or General Services Director may modify the timing of this requirement of this condition (200th dwelling unit) based upon construction conflicts with Lot 12. (PL/PK) (Changed Since PC Approval).
32. When improvement drawings are submitted for the extension of Wagon Wheel Road to Ventura Road, Developer shall provide landscaping and irrigation, entry features, and hardscape improvement plans for entry landscape features off of Ventura Road and into the project area which will be constructed by the Developer on Lots 1 and 2. These plans shall be approved by the Development Services Director and General Services Director and shall be constructed by the Developer and accepted by the City prior to final inspection for unit on Lots 1 – 7. (PK/PL) (Changed Since PC Approval)
33. The overall design and placement of amenities along and within the MUP shall be to the satisfaction and approval of the General Services Director and the Development Services

Director. In order for the MUP to be counted as park acreage and for the Developer to receive Quimby credit, amenities shall include at a minimum exercise equipment and stations, picnic tables and benches, lighting, gateway and directions signage, and water stations, or other amenities are approved by the General Services Director. All such amenities shall be installed out of the 16 foot clear path of travel for the MUP (PK/PL).

FIRE DEPARTMENT STANDARD CONDITIONS

34. Before the City issues building permits for any development within the project area, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
35. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
36. At all times during any phase of construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
37. On the public improvement plans, Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
38. For all development within the subdivision area, the turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

FIRE DEPARTMENT SPECIAL CONDITIONS

39. For any development within the project area, Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide or as approved by the Fire Marshall. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD)
40. For each lot, Developers are on notice that they shall be required to obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy/final inspection. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS) (Changed Since PC Approval)

41. Developers of subsequent lots are put on notice that all structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD)
42. Developer shall design and construct access to the MUP to accommodate emergency vehicle access. Access to the MUP shall be at locations approved by the Fire Department. (FD)
43. For every Development Design Review (DDR) project within the project area, the developer shall provide a Fire Master Plan to the Fire Department for review and approval. Each Fire master Plan shall integrate with the other/previously approved Fire Master Plan (FD).
44. For every development project within the project area, there shall be two access points to all developed project locations at all times, in locations approved by the Fire Marshal. (FD)

PLANNING DIVISION STANDARD CONDITIONS

45. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
46. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

PLANNING DIVISION SPECIAL CONDITIONS

47. Developer shall pay Quimby Fees or any future DA Amendment fee (fees for park acquisition and improvement) before issuance of building permits per lot development or as provided for within Section 8.0 of the Development Agreement (Ord. 2803). The amount of the fee shall be calculated and verified by the Planning Division at the time of payment. (PK/PL)
48. In accordance with City Council Resolution No. 14,124, Developer shall participate in the City's Public Art Program by installing art in accordance with the Public Art Element of the subject specific or master plan. (PL)
49. The approved tentative map shall expire thirty-six (36) months after approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code or as otherwise approved as part of the Development Agreement (Ord. No. 2803) (PL)

50. The mitigation measures identified in FEIR 06-03 (The Village Specific Plan EIR) and SEIR 14-01 (Supplement – for The Village Specific Plan) shall be applicable to all development within the specific plan area. (PL)
51. Prior to issuance of a building permit for any development on Lots 8 – 16, Developer shall provide to the City for review and approval a transit center site plan design which specifies:
a) the amenities to be provided within the transit center; b) the landscaping and irrigation to be installed; and c) how the center will comply with the cultural and other relevant mitigations as specified in the FEIR and SEIR. (PL)
52. Prior to issuance of the 600th unit final inspection and city acceptance of the public improvements on the parcel intended for the Transit Center, the Transit Center and shall be fully constructed by the Developer and dedicated to the City of Oxnard. (PL)
53. Developer shall develop the site with street names as approved by the Street Naming Committee. (PL)
54. The permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Director. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
55. The 2008 MMRP for FEIR (2006-03) and the 2015 MMRP for Final SEIR (2014-01) are incorporated herein and made conditions of approval associated with Tentative Tract Map No. 11-300-07.

COMMUNITY DEVELOPMENT SPECIAL CONDITION

56. In lieu of a City of Oxnard's Gateway Freeway Pylon Sign, the Developer proposed entry feature may be considered as fulfilling the monument sign requirements set forth in The Village Specific Plan. This determination and final City review and approval of the entry feature will be made by the Development Services Director. (PL)

DEVELOPMENT SERVICES CONDITIONS

57. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
58. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

59. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
60. Reserved. (Changed since PC Approval)
61. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
62. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
63. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. Before issuance of a site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation. (DS-13)
64. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
65. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
66. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
67. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

68. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
69. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
70. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
71. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
72. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
73. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
74. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience

and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

75. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
76. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
77. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
78. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
79. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way,. (DS-31)
80. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
81. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
82. Developer shall comply with Ventura County Watershed Protection District ("District") standards for all facilities affected by the project that are owned by or dedicated to the District, and shall obtain the approval of the District on all improvement plans for such

facilities. Before issuance of grading or site improvement permits, Developer shall obtain any necessary encroachment permits from the District. (DS-37)

83. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
84. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
85. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
86. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
87. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
88. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy/final inspection, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47) (Changed Since PC Approval)
89. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
90. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
91. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
92. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)

93. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
94. Developer shall protect the stub ends of all streets planned for future continuation with warning barricades, redwood headers, berms, signs and/or reflectors as directed by the City Engineer. (DS-55)
95. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
96. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
97. Developer shall dedicate to City and improve streets abutting a park site to their full width in accordance with City standards. (DS-58)
98. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
99. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)
100. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
101. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
102. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)
103. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

104. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)
105. In non-residential developments where fifty or more persons are employed, Developer shall include a transportation information center stocked with bus schedules, rideshare information, and related information on alternative methods of transportation. Developer or owner shall update such information at least once a month. (TR-77)
106. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

SPECIAL CONDITIONS:

Storm Water Quality Conditions:

107. Improvements within public right-of-way that are in substantial conformance with the Village Specific Plan are eligible to provide stormwater quality in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System ("2000 MS4") and associated 2002 Technical Guidance Manual for Stormwater Quality Control Measures ("2002 TGM") based on the exception criteria included in the 2010 MS4 permit and associated 2011 TGM. Such public improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)
108. Individual lot developments within this map shall minimize degradation of stormwater quality by complying with the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit for new development and redevelopment projects in effect at the time of Planning Department discretionary approval of lot development. (DS)
109. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations may include, but are not necessarily limited to, determination of site soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the applicable MS4 permit. Landscape architectural recommendations shall include, but not necessarily limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS)
110. Prior to City acceptance of public infrastructure improvements containing stormwater quality facilities within the public right-of-way, Developer shall provide proof that maintenance costs associated with these stormwater quality facilities are funded by the

property owners within the project via a Community Facilities District or similar perpetual funding mechanism. Development Services Director to approve amount of funding and funding mechanism. (DS)

111. Developer shall provide Stormwater Quality treatment for stormwater discharging from private property prior to acceptance into a public storm drain system or surface discharge into public right-of-way. (DS)
112. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs") implemented within this project. Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS)
113. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the applicable MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)
114. Developer shall locate manufactured structural stormwater quality devices subject to periodic maintenance adjacent to a street or in other areas providing ease of access to facilitate maintenance. All access paths to devices shall be designed to accommodate heavy truck loadings as determined appropriate by the Development Services Manager. Type of device and installation location is subject to approval of the Development Services Manager. (DS)

Storm Drain Conditions:

115. Oxnard City Code Chapter 18 provides minimum standards for construction within an area of special flood hazard or areas known to be subject to flooding. Delineation of area(s) of special flood hazard is periodically revised by the Federal Emergency Management Agency ("FEMA") by issuance of revised Flood Insurance Rate Maps ("FIRM"). Developer acknowledges that FEMA is currently in the process of reviewing the FIRMs applicable to this project. (DS) (Changed since PC Approval)

116. Prior to the issuance of a grading/site improvement permit for Lots 1-10 within this development, Developer shall prepare a drainage report that includes drainage calculations demonstrating that upon completion of construction of flood protection improvements along the Santa Clara River, the proposed onsite grading and associated storm drain system provides protection from flooding during a 1% chance (100-year) storm event. The report is subject to approval by the Development Services Manager. (DS) (Changed since PC Approval)
117. Developer shall construct flood protection improvements along the Ventura Road frontage of the project to provide protection from flooding by the Santa Clara River. Developer's engineering calculations for design of these flood protection improvements shall be based upon the water surface elevations, peak storm water flows (currently 250,000 cfs which is equivalent to a 1% chance (100-year) storm event plus approximately 10%) and other associated assumptions used by the Ventura County Watershed Protection District to design the nearby Santa Clara River Levee System (SCR-3) improvements. Developer shall process a Conditional Letter of Map Revision ("CLOMR") with FEMA prior to issuance of a permit for construction of the flood protection improvements and shall process a Letter of Map Revision ("LOMR"), if needed upon completion of flood protection improvements. (DS) (Changed since PC Approval)
118. Developer shall maintain sufficient structural setbacks and construct access/maintenance routes to the Ventura Road frontage flood protection improvements to provide for perpetual maintenance. Developer shall dedicate an easement to the City over the flood access/maintenance routes in a width and location acceptable to the Development Services Manager. (DS)
119. Upon the Development Service Director's request, Developer shall enter into a fair share agreement with the City of Oxnard for funding of any improvements constructed by others (including, but not limited to, the City of Oxnard or the VCWPD) that provides flood protection for the project. (DS) . (Changed since PC Approval)
120. Developer shall complete construction of the above referenced flood control improvements prior to the earlier of 1) Final Inspection for the 544th residential unit within the tract boundary; or 2) Completion of Reach 4 flood improvements by the Ventura County Watershed Protection District ("District"). If Developer proposes construction of flood control improvement prior to adjacent downstream District improvements, Developer shall provide hydraulic calculations demonstrating that the improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. The Development Services Director may provide additional time for construction of the flood control improvements if the Director determines that significant progress has been made and Developer has diligently pursued their construction. (DS) (Changed since PC Approval)

121. Developer shall be responsible for all costs incurred by the City to hire a consultant to review documents and provide inspection services associated with compliance to FEMA rules and regulations for construction within areas of special flood hazard including the construction of improvements (e.g. flood walls, levees, and/or slope protection) to protect property from inundation. Consultant involvement shall also include review of CLOMR, LOMR, or any other processing of documents for FEMA approval. Developer shall deposit funds deemed adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of construction plans for improvements implementing flood protection. The City shall charge all staff time interacting with the consultant and administering the consultant contract to the deposit. Developer shall provide supplemental funds when the account balance drops below \$15,000. Any funds left in the account upon completion of plan review and associated inspection shall be refunded to the developer. (DS)
122. Prior to the issuance a the first large scale grading permit, Developer shall submit a Drainage and Flood Control analysis demonstrating that the post-construction 10-year and 100-year rates of stormwater discharge for the site do not exceed the pre-development 10-year and 100-year rates in compliance with EIR mitigation measure HWQ-2. In addition to obtaining City approval of the analysis, Developer shall submit the report to the VCWPD for coordination in accordance with the requirements of mitigation measure HWQ-2. (DS)
123. Developer shall design and construct a Ventura Road storm drain pump system at the railroad undercrossing in accordance with the requirements of section 16.1 of the project Development Agreement (A-7122). The system shall be designed to mitigate flooding of Ventura Road during storm events up to a 25-year event. These improvements shall be constructed within the time frame specified in the Development Agreement. The Development Services Director may modify or eliminate this requirement if an alternative solution is designed that provides equal or greater protection. (DS)
124. Developer is considering realignment of an existing 54 inch diameter storm drain line through proposed lots 16 and 17. Developer shall provide calculations demonstrating that the realignment will not result in a detrimental reduction in the hydraulic capacity or a decrease in low flow velocities that would lead to an increase in the long term maintenance requirements of the storm drain line which may result from flattening the invert slope. If the storm drain is realigned, Developer shall evaluate the structural integrity of the drain from the connection at the El Rio Drain to the upstream limit of the realignment and repair or replace any deficiencies. The final design and extent of any realignment, including relocation of the connection to the El Rio Drain, is at the discretion of the Development Services Director. Developer shall provide evidence of an encroachment permit for all work within property under the jurisdiction of the Ventura County Watershed Protection District or UPRR. (DS)
125. Developer shall remove and/or relocate all sections of the existing storm drain system within Oxnard Boulevard along the project frontage that will be located within or under the proposed landscaped parkway. Implementation of this relocation shall occur prior to, or

concurrent with, the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection. (DS)

126. Prior to development of lots 1 through 10, Developer shall provide an evaluation (capacity and integrity) of the existing downstream storm drain system discharging into the Santa Clara River proposed for continued use by this development. The evaluation shall include, but not necessarily be limited to, the storm drain box under Ventura Road along with the downstream corrugated metal pipe, pipe anchors, headwall and flapgate. Developer shall repair or replace, as determined appropriate by the Development Services Director, all concerns raised during the evaluation process. All CMP (or similar materials) shall be completely removed and replaced with alternative pipe material approved by the Development Services Director. Construction of improvements deemed necessary by the Development Services Director shall occur prior to, or concurrent with, improvements to Ventura Road along the project frontage. (DS)
127. Developer shall provide proof of issuance of any required County, State, or Federal permits for construction or encroachment into the Santa Clara River prior to City approval of improvement plans related to Santa Clara River encroachment. (DS)
128. Developer shall dedicate a storm drain easement to the City over the proposed public storm drain line along the southern tract boundary (adjacent to the railroad tracks). Easement width shall comply with City requirements based on pipeline depth but in no case less than 25 feet wide unless specifically approved by the Development Services Manager. Developer acknowledges that future development of the lots encumbered by this easement will be required to provide access from public right-of-way to the easement for storm drain inspection, maintenance, and reconstruction. Placement of any improvements (including landscaping) within the easement must be compatible with required access and are subject to approval by the Development Services Manager. (DS)
129. Developer shall design project storm drain system to include installation of a manhole or other approved structure at the point of transition from public to private ownership. Developer shall provide proof that maintenance costs associated with private facilities is included in the project CC&Rs as a Homeowner's Association responsibility as each lot develops. The Development Services Manager shall make the final determination regarding limits of City acceptance of storm drain easements for public storm drain maintenance. (DS)
130. Developer shall not construct detention or infiltration facilities within public right-of-way. If a detention or infiltration system is constructed as part of this subdivision, the system shall be located on private property and be privately maintained unless specific approval is obtained from a public agency accepting ownership and maintenance responsibility. Underground detention or infiltration systems shall be designed with a minimum 75-year life expectancy regardless of ownership. (DS)

131. Developer's engineer shall design interim and ultimate site grading to provide a secondary overflow path that will provide safe conveyance of stormwater if the underground drainage system becomes obstructed. (DS)
132. Reserved (Changed since PC Approval)
133. Developer shall provide evidence with each phase of improvements that proposed construction does not negatively affect offsite drainage from the adjacent railroad or CalTrans properties. Developer shall intercept, convey, and provide stormwater treatment (if required by the current MS4 permit) for any offsite drainage that is currently directed towards this project. Stormwater treatment shall occur prior to discharge into a public stormwater system. (DS)

Wastewater Conditions:

134. Developer shall design and construct all private sewer system improvements within private lots, private streets or private alleys in accordance with public standards. If the private sewer system serves multiple lots, Developer shall create and convey appropriate utility easements. Developer shall also provide evidence that maintenance costs for these shared facilities is provided for in a recorded agreement, CC&Rs, or similar document in a manner acceptable to the Development Services Director. (DS)
135. If not already constructed by others, Developer shall complete construction of the wastewater line in Ventura Road (including installation of a new wastewater lift station) between the project and the existing Vineyard Avenue lift station prior to connection of any wastewater generation facilities to the Ventura Road wastewater main. Improvements shall be designed and constructed to their master planned capacity and located as directed by the Development Services Manager. The lift station may be designed in a phased manner (e.g. space allocated for future pumps) if determined appropriate by the Development Services Manager. (DS)
136. Design of the sewer lift station shall meet City design standards and policies including provision of an odor scrubber (or similar improvement) to mitigate potential odor issues as deemed appropriate by the City's Wastewater Superintendent. (DS)
137. Upon request by the City, Developer shall provide evidence that the project is in compliance with the reimbursement requirements of Section 4 of the Development Agreement (A-7122) by and between City and Developer. (DS)

Water Conditions:

138. Developer shall design and construct a water sampling station in a future phase of the project at a location approved by the City Water Superintendent. (DS)

139. Developer shall dedicate a waterline easement to the City over all portions of the domestic water distribution system (up to and including water meters) not within public right-of-way. Water easements shall be a minimum of 15 feet wide. Wider easements may be required where the water line is deeper than 8 feet or access is determined by the City to require a wider easement. (DS)
140. Developer's engineer shall provide detailed water system calculations (based on recent in-place fire hydrant flow tests) and plans for the project. The design of all proposed water improvements shall result in a well-interconnected water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)
141. Developer shall reduce the length of the proposed 20 inch waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. The end of the 20 inch waterline shall transition to join the existing 12 inch waterline. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)
142. Developer shall install fire hydrants at locations (including both sides of streets with medians) within the project and along adjacent frontage roads as directed by the fire department with each phase of development. (DS)

Recycled Water Conditions:

143. Developer shall extend the length of the proposed 12 inch recycled waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)
144. Developer shall design all irrigation systems within the subdivision to be supplied from the project recycled water mains except for specific installations determined by the Development Services Director to be infeasible. Irrigation systems shall be designed in accordance with standard practice for recycled water systems including, but not limited to, use of purple pipe and marked sprinkler heads. Improvements shall include the installation of appropriate reclaimed water usage signage. (DS)
145. Developer's engineer shall provide detailed recycled water system calculations and plans for each phase of the project. The design of all proposed recycled water improvements shall result in a well-interconnected recycled water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)

Street Conditions:

146. Developer acknowledges that the City of Oxnard and the Ventura County Watershed Protection District are coordinating the design of significant flood protection improvements along the Santa Clara River that have the potential to impact Ventura Road along the project frontage. Developer shall coordinate the design and construction of Ventura Road improvements (roadway and utilities) with the best available information regarding the proposed flood improvement design. (DS)
147. Developer shall furnish and install an illuminated bus shelter, bus bench, trash receptacle, and bicycle rack at each of the two proposed bus pull-out bays along Spur Drive south of Wagon Wheel Road at the time of construction of Spur Drive. The sidewalk shall be widened to 10 feet wide for a 30 foot long strip to provide additional room for installation of the bus shelter and other amenities. Bus stops and furniture shall comply with City of Oxnard standards. Final location, configuration and specifications of the bus stop furniture shall be approved by the City Traffic Engineer. (DS)
148. Prior to issuance of each improvement permit for roadway construction, Developer shall consult with Gold Coast Transit regarding modifications to routes or other Gold Coast Transit services that result in the need for additional bus stops, street furniture or other additional improvements on or adjacent to the site that would affect site improvement plans. Final determination of the scope of added construction requirements shall be at the discretion of the City Traffic Engineer. Roadway construction plans shall include construction of required modifications as appropriate with each phase of roadway construction. (DS)
149. Unless otherwise specified in "The Village" Specific Plan, Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, and street appurtenances. City will name all streets in accordance with adopted City guidelines. (DS)
150. Developer shall design the northerly end of the private alley adjacent to lot 11 to provide an alley to street intersection substantially in conformance with City standard plate 115, section A-A. (DS)
151. Developer shall stripe both edges (double stripe) of all bike lanes that are adjacent to a parking lane. (DS)
152. Developer shall design pedestrian access ramps along both Wagon Wheel Road (not applicable at traffic circles) and Winchester Drive to align with the sidewalk and minimize the offset of the pedestrian path. (DS)
153. Developer shall construct a 6 foot wide sidewalk with an 8 foot wide parkway (measured from curb face) along the westerly side of Oxnard Boulevard between the railroad bridge and Wagon Wheel Road. Improvements shall be constructed concurrent with the retaining wall along lots 16 and 17. Developer shall construct temporary pedestrian improvements (minimum 6 foot unobstructed width) along the Oxnard Boulevard frontage of lots 16 and

17 concurrent with improvements to the Oxnard Boulevard/Wagon Wheel intersection. Final design of the interface between the back of sidewalk and proposed retaining wall shall be approved by the Development Services Director. (DS)

154. Street improvements plans shall include construction of enhanced paving, traffic calming, bulb-outs and other streetscape enhancements in substantial conformance with the "The Village" Specific Plan requirements. (DS)
155. Developer shall modify the existing Wagon Wheel Road (re-named Spur Drive) Bridge railing over Oxnard Boulevard to bring the bridge railing height and design into compliance with current Caltrans standards for pedestrian protection. Proposed alterations shall be designed to complement the aesthetics of the existing railing and nearby fencing while enhancing pedestrian safety. The aesthetics of the bridge railing shall be subject to approval by the Planning & Environmental Services Manager. Improvements shall be constructed prior to final inspection of the 544th unit. The requirement for retrofitting the bridge railing may be eliminated by the Development Services Director if the MUP trail bridge proposed adjacent to the Spur Drive Bridge project is constructed to a width sufficient to accommodate pedestrians (in addition to bicycle traffic) and pedestrian traffic is eliminated from the Spur Drive Bridge. Developer shall be credited the sum of half the engineering and construction costs associated with construction of the Spur Drive bridge reasonably incurred by the Developer towards the applicable Air Quality Fees.(DS)
(Changed since PC Approval)
156. Developer shall be responsible for extending the existing median on Oxnard Blvd., north and south of Spur Drive, South from the US 101 Freeway and North from the Oxnard Blvd. rail road tracks overcrossing to the Wagon Wheel Rd. intersection. Median improvements shall be identified on the engineering plans and shall be constructed and accepted by the City prior to final inspection for any unit on Lots 8-16. (PK/PL/DS) (Changed Since PC Approval)

Multi-Use Path ("MUP") Conditions:

157. Developer shall install a fence/barrier along the top of the Oxnard Boulevard retaining wall concurrent with retaining wall construction to provide fall protection. The fence/barrier shall not encroach into the 18 foot wide MUP. Fence/barrier aesthetics shall be coordinated with nearby improvements subject to approval of the Development Services Director. (DS)
158. The MUP shall be redesigned to eliminate fencing between the MUP and the project to foster integration between the MUP and the adjacent projects as they are developed. Details of the MUP design shall be approved by the Development Services Director. (DS)
159. Developer shall extend the MUP along Ventura Road under Highway 101 to connect with the existing bicycle ramp that provides access to the trail over the Santa Clara River. The MUP shall be 14 feet wide and placed directly adjacent to the Ventura Road curb for the

section under Highway 101. Any alteration to the existing slope paving under Highway 101 shall include replacement, as determined appropriate by the Development Services Director, of the existing art in public places currently cast into the slope paving. Alternative designs (or other improvements) that comply with the intent of the City's Bicycle Master Plan may be approved by the Development Services Director. These improvements shall be constructed prior to, or concurrent with, the Ventura Road frontage improvements. Developer shall obtain a Caltrans permit for these improvements. (DS)

160. Developer may submit a phasing plan for phased construction of the MUP for approval by the Development Services Director. The plan shall require at a minimum that; a) no lot adjacent to the MUP can be developed without concurrent construction of the adjacent section of the MUP; b) each phase of the MUP shall be constructed such that no dead-ends are created, however construction may include temporary sections to connect with nearby bike lanes; c) the number of construction phases shall be minimized; d) the landscaping, lighting, striping, signage, etc. shall be included with each phase of MUP construction; and e) the plan shall comply with all other construction timing requirements of these conditions of approval. (DS)
161. Concurrent with design of the proposed Highway 101 off-ramp, Developer shall provide an analysis of alternative MUP alignments (and associated costs) between Lot 6 and Ventura Road for consideration by the Development Services Director. Developer shall construct the alternative selected by the Director. (DS)
162. Developer shall design and install a MUP bridge over Oxnard Boulevard adjacent to the existing Wagon Wheel Road (future Spur Drive) Bridge. Final MUP bridge design shall include, but not necessarily be limited to,: a) a minimum clear width of twelve (12) feet; b) all weather surfacing; c) protective decorative railing; d) aesthetics that compliment surrounding improvements; e) appropriate lighting; and f) considerations for minimizing long term maintenance costs. The Development Services Director shall make the final determination regarding project compliance with these requirements. Design of the MUP bridge shall occur prior to, or concurrent with, any development on lots 12, 13, 14, 16 or 17. Improvements shall be constructed prior to final inspection of the 544th unit. Developer and the Development Services Director may negotiate alternative timing for MUP bridge construction if it is determined that additional offsite right-of-way is required. (DS) . (Changed since PC Approval)
163. Developer shall design and construct decorative MUP gateway entrances at the following locations: a) Ventura Road where the MUP separates from Ventura Road; b) Spur Drive where the MUP separates from Spur Drive on the north side; c) Winchester Drive between lots 3 and 4 where the MUP separates from Winchester Drive; and d) Wagon Wheel Road adjacent to lot 6 where the MUP leaves Wagon Wheel Road. Final location of these gateways may be altered by the Development Services Director if the MUP layout is altered. Developer shall also design and install directional signage at each location where the MUP enters or exits the public right-of-way not provided with a gateway entrance.

Developer shall prepare preliminary designs for the decorative gateway entrances and directional signage for approval by the Development Services Director. (DS)

164. Developer shall construct the MUP of enhanced pavement at all locations where the MUP crosses vehicular areas. The width of the enhanced pavement shall generally match the width of the adjacent MUP and the texture, color, and scoring shall be approved by the Planning & Environmental Services Manager. (DS)
165. Developer shall construct the MUP in conformance with the preferred design standards of the "Bicycle & Pedestrian Facilities Master Plan" and the "Santa Clara River Trail Master Plan" including associated appendices. These standards include, but are not limited to, vertical and horizontal curves radii, grades, construction materials, lighting, stopping sight distances, signage, and striping. Final approval of the design is subject to approval by the Development Services Director. (DS)
166. Developer shall design the MUP to accommodate turning movements and vehicle loading associated with light maintenance trucks and ambulances (Vehicle weight of approximately 10,000 lbs). The MUP shall be constructed of concrete. Final design is subject to approval of the Development Services Director and the Fire Marshall. (DS)
167. Developer shall include convenient pedestrian, bicycle, and vehicular (light maintenance vehicles and ambulances only) access to the MUP in the design of all future projects along the MUP alignment. (DS)

Miscellaneous Conditions:

168. Developer shall remove or abandon in place (as approved by the Development Services Manager) all existing utilities (storm drain, water, wastewater, etc.) that will not be incorporated into the new project infrastructure. (DS)
169. Prior to the vacation of public right-of-way, Developer shall prepare plans and provide appropriate security to guarantee construction of utility, roadway, and other applicable alterations required in coordination with proposed vacation. (DS)
170. Final map shall effectuate the vacation of City owned right-of-way and utility easements that are no longer required due to street realignments or utility line relocations to the extent allowed under section 66445(j) of the Subdivision Map Act. The Development Services Director shall make the final determination of the limits of right-of-way and utility easements subject to vacation. Developer shall prepare a separate legal description (and pay all fees associated with processing) for any easement vacation not processed as a part of a final map. (DS)
171. Prior to the vacation of any existing right-of-way or public utility easement, Subdivider shall provide written evidence that the owners of public utilities (e.g. gas, electric, or cable)

relying on existence of the right-of-way or easement have no objection to the vacation of the right-of-way or easement. (DS)

172. Subdivider's tentative map includes transfer of land relinquished to the City by Caltrans under Relinquishment Numbers 1255 and 1241. Tentative map also includes vacation of public right-of-way for existing streets and vacation of multiple existing public easements. Developer shall be responsible for all costs incurred by the City to hire a consultant to review the map(s) for compliance with the Subdivision Map Act and City Code. Subdivider shall deposit funds deemed adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of each final map. The City shall charge all time associated with administering the contract to this deposit. This deposit shall be in lieu of the standard map processing fee. Developer shall provide supplemental funds when the account balance drops below \$3,000. Any funds left in the account upon completion of final maps and other survey documents shall be refunded to the Developer. (DS)
173. Prior to recordation of any map phase including land relinquished by the State of California to the City, subdivider shall implement conditions listed in the agreement between the City of Oxnard and the State of California for the relinquishment of portions of Wagon Wheel Road. The agreement is filed in the City Clerk's Office as Agreement A-7587. The Development Services Director, in coordination with the State of California, shall determine if agreement conditions have been met. (DS)
174. Subdivider shall dedicate rights of ingress and egress to Ventura Road and Oxnard Boulevard to the City of Oxnard from all private lots fronting along these roadways. Dedication shall occur on the map phase creating lots fronting these roadways. (DS)
175. Developer shall provide all right-of-way dedications proposed under this subdivision without any pre-existing easements or other encumbrances. (DS)
176. Developer acknowledges the existence of an easement for flood control purposes retained by the Ventura County Watershed Protection District in a document recorded as instrument No. 073969, at Book 5707, Page 58, of Official Records which affects development on the western portion of the project. Developer shall obtain quitclaim or other similar release of the easement prior to any grading that encroaches into the described land or any other activity (construction or otherwise) that affects the rights reserved under the easement. (DS)
177. Developer shall locate all slopes, retaining walls, or similar improvements on the lot containing the soil that the improvements support. (DS)
178. Developer shall design and construct all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 2 foot wide level area (at both top and bottom of slope) adjacent to any wall, sidewalk, MUP shoulder, curb or similar improvement. (DS)

179. Prior to approval of each final map phase, Developer shall provide a 100-scale address map to the City Engineer for that phase. The map shall be drawn on 18 inch by 24 inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary, and lot numbers. The City will assign all addresses. (DS)
180. Prior to the issuance of a City construction permit, Developer shall provide proof of issuance of an appropriate encroachment permit for work within areas under the jurisdiction of other public agencies or for work that otherwise negatively affects such areas. (DS)
181. Developer shall list all grading and air quality related environmental mitigations measures on the grading plan cover sheet for all project phases. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)
182. Developer may submit phased improvement plans corresponding to phased final maps. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a phasing plan for review and approval of the Development Services Manager. Each phase of the map shall be designed to continuously provide a minimum of two points of vehicular access to all developed portions of the project. Temporary improvements such as vehicle turnarounds, barricades, waterline blow-offs, and other improvements may be required as deemed necessary by the Development Services Manager. Phasing plans shall minimize inconvenience to the general public and Gold Coast Transit bus routes. (DS)
183. Developer shall provide and maintain a 5 foot wide (minimum) ADA compliant pedestrian path within the boundaries of this map that provides a convenient pedestrian connection from all new roadway improvements to the existing sidewalks on Oxnard Boulevard and Ventura Road. Developer shall install and maintain adequate street lighting along these pedestrian paths. (DS)
184. Prior to recordation of the first final map, Developer shall provide payment (for reimbursement to another developer) to the City for 15% of the design and construction cost for the widening (adding of a second left turn lane per EIR mitigation measure T-1(b) of the Highway 101 northbound off-ramp at Oxnard Boulevard. The project design and construction costs used in this calculation shall be increased above the actual costs based on application on the Local Agency Investment Fund (LAIF) rate received by the City on its short term investments starting from the date of the construction contract. The construction of these improvements was completed by the Riverpark Development. (DS)
185. Prior to recordation of the each phase of this subdivision, Developer shall provide evidence that project is in currant compliance with all requirements of the Development Agreement (A-7122) executed on January 27, 2009, and all approved amendments thereto. (DS)
186. Developer shall provide 48 inch (minimum) wide, gated, locked openings in the project soundwalls at sufficient intervals (generally 450 feet) to provide access to the backside of these facilities for maintenance purposes. Gate locations shall be indicated on both the

civil and soundwall construction plans. Developer shall provide City with keys or other means of access to any gates providing access to areas maintained by City forces. (DS)
(Changed Since PC Approval)

187. Prior to the issuance of a grading permit for lots adjacent Highway 101 and/or Oxnard Boulevard, Developer shall sample the soils for aerially deposited lead adjacent to highways and, if necessary, prepare an action plan in accordance with EIR mitigation measure HAZ-3. (DS)

Traffic Conditions:

188. Prior to the issuance of a final inspection for the first dwelling unit on Lot 1, 2, 3, 4, 5, 6, or 7 Developer shall construct Wagon Wheel Road from Buckaroo Place to Ventura Road. Developer shall design Wagon Wheel Road at Ventura Road to accommodate westbound U-Turn movements to allow residents of Lot 1 to access the commercial center near the Wagon Wheel Road/Spur Drive intersection without leaving the project site. Construction plans for this section of Wagon Wheel Road shall be processed concurrent with the onsite improvement plans for development of the first of the listed lots. Alternative designs that provide equivalent access may be approved by the Development Services Director. (TR)
(Changed since PC Approval)
189. Developer shall design and construct improvements to Ventura Road along the project frontage concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Ventura Road shall be designed to accommodate a 14 foot raised median (measured easterly from the existing westerly median curb southerly of the proposed Wagon Wheel Road intersection), two - 12 foot wide through lanes and an 8 foot wide bike lane in the northbound direction. The Wagon Wheel Road/Ventura Road intersection shall be designed with no transition through the intersection. Ventura Road shall be designed to accommodate an 8 foot wide bike lane, two variable width through lanes, and sufficient left turn lane capacity to accommodate the forecast left turning movements in the southbound direction at the Wagon Wheel intersection. Final design and lane configurations shall be approved by the City Traffic Engineer. (TR)
190. Developer shall design and construct a traffic signal at the Ventura Road and Wagon Wheel Road intersection concurrent with improvements to Ventura Road. Construction shall include battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers and LED lighting as specified by the City Traffic Engineer. Developer shall also install a Pan-Tilt-Zoom CCTV Camera system at this intersection. (TR)
191. Each phase of Wagon Wheel Road construction shall provide a roadway connection to Ventura Road. Roadway connection may be provided via a temporary roadway connecting new Wagon Wheel Road to existing Wagon Wheel Road or another temporary route approved by the City Traffic Engineer. Developer shall perform repairs (repair potholes, seal cracks, and other deteriorated pavement repairs) to existing roadway(s) used to provide

the required vehicular route as determined necessary by the Development Services Director. (DS)

192. Developer shall install traffic signal conduits and pull boxes with each phase of Wagon Wheel Road construction from Buckaroo Place to Ventura Road. Specifications for conduits and pull boxes shall conform to City of Oxnard ITS standards. Location and size of conduits and pull boxes are subject to approved by the City Traffic Engineer. (TR)
193. Developer shall design and construct a Highway 101 off-ramp in compliance with Caltrans standards and specifications concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Developer shall process the off-ramp improvements through Caltrans and obtain all required permits. Final design of the off-ramp shall also be approved by the City of Oxnard Traffic Engineer. The Development Services Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR)
194. Prior to design of Wagon Wheel Road from Cactus Drive to Ventura Road, Developer shall submit a traffic analysis evaluating the proposed Highway 101 off-ramp design. The analysis shall include an evaluation of the Wagon Wheel Road westbound left-turn storage capacity at Ventura Road in relation to the traffic turning movements forecast in the project traffic study. The traffic analysis shall also include a determination of the number of off-ramp lanes required to accommodate forecast off-ramp traffic at Wagon Wheel Rd. Developer shall submit 2 copies of the Traffic Analysis report to Traffic Engineering section concurrent with a deposit adequate to cover the anticipated costs to review the traffic analysis. The Development Services Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR)
195. Developer shall design the vehicular circulation within Lot 2 and 3 in a coordinated manner that provides lot 2 residents with direct vehicular access to and from Saddle Street facilitating left turn movements onto Wagon Wheel Road. Owners of lots 2 and 3 shall enter into a reciprocal access agreement upon development of the first of these lots regarding this requirement. (TR)
196. Developer shall design and construct the Cactus Drive/Wagon Wheel Road roundabout in compliance with the design considerations stipulated in the latest edition of the Technical Summary of Federal Highway Administration (FHWA) for Roundabouts and to the satisfaction of the City Traffic Engineer. (TR)
197. Developer shall design and construct Spur Drive at the connection with the west end of the bridge over Oxnard Boulevard with a minimum 135 foot centerline radius per AASHTO standards for Low-Speed Urban Streets. The design shall also accommodate a minimum 14 foot wide vehicular traveled way in each direction. Final design is subject to approval by the City Traffic Engineer. (TR)

198. Prior to certificate of occupancy/final inspection for any new development within the boundary of this map, Developer shall reconstruct Oxnard Boulevard in the southbound direction at the Wagon Wheel Road intersection to accommodate 2 left turn lanes, 3 through lanes, a 5 foot wide bike lane at the intersection (8 foot wide north of intersection) and 1 right turn lane in the southbound direction. Improvements to Oxnard Boulevard shall also include elimination of the existing painted medians near the Wagon Wheel intersection and replacing them with standard raised medians. Modification to the traffic signal system shall include, but not be limited to, installation of Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers, and retrofitting the existing traffic signal HPSV luminaires with LED lighting and as specified by the City Traffic Engineer. Developer shall also install a Pan-Tilt-Zoom CCTV Camera system if not already installed under the City's ITS project. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Intersection construction shall extend from the west side of Spur Drive to Oxnard Boulevard and shall include enhanced pavement and other requirements of the Oxnard Village Specific Plan. Developer shall obtain approval of plans for these improvements prior to, or concurrent with, issuance of the first grading/site improvement permit. Construction of these improvements at an early stage of development is being required in order to minimize the impact on the public that would be caused by delaying their construction until after significant occupancy of the site has occurred. (TR) (Changed since PC Approval)
199. Concurrent with the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection, Developer shall install pavement delineation from the southbound Highway 101 free-right off-ramp to the Oxnard Boulevard/Wagon Wheel Road intersection employing the "green bike" bike lane (8 foot minimum width) concept at locations determined appropriate by the City Traffic Engineer. Developer shall also install appropriate signage and striping on the east side of Oxnard Boulevard north of Wagon Wheel Road to convert the existing shoulder to a designated bike lane. Developer shall obtain Caltrans approval for all work within roadway Caltrans jurisdiction. (TR)
200. Developer shall improve the Oxnard Boulevard/Vineyard Avenue intersection to provide the following: a) two-10 foot left turn lanes, three-11 foot through lanes, a 4 foot-bike lane (at the intersection) and two-12 foot right turn lanes in the northbound direction; b) two-10 foot left turn lanes, three-11 foot through lanes, a shared through/right lane and an 8 foot-bicycle lane in the southbound direction; c) one-10 foot left turn lane, one-10 foot shared left/through lane, two-11 foot through lanes, a 4 foot bicycle lane (at the intersection) and one-12 foot right turn lane in the eastbound direction; and d) three-10 foot left turn lanes, one-11 foot through lane, one-11 foot shared through/right turn lane and a 6 foot bicycle lane in the westbound direction. Improvements shall also include, but not necessarily limited to, modification to the traffic signal to include an Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers and retrofitting the existing traffic signal HPSV luminaires with LED lighting. Developer shall install a Pan-Tilt-Zoom CCTV Camera system if not previously installed by others. The improvements shall include modification to the raised median, landscaping, irrigation and street lighting as required to accommodate these improvements. If right-of-way is not available to construct the bicycle

lane in the southbound direction at the time of construction, developer shall construct 2-10 foot left turn lanes, 3-11 foot through lanes and 1-14 foot shared through/right lane in the southbound direction. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Design of these improvements, including required length of all turn pockets, is subject to approval by the City Traffic Engineer. The improvements shall be constructed prior to the issuance of 400th residential unit final inspection within the project. (TR) (Changed Since PC Approval)

201. Unless the City obtains alternative funding and accepts construction responsibility for Orchard Place/Oxnard Boulevard improvements, prior to the issuance of any future final inspection or certificate of occupancy within the boundary of this subdivision, Developer shall modify the Orchard Place/Oxnard Boulevard to provide the following: a) a traffic signal system that includes battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers, LED lighting, and a Pan-Tilt-Zoom CCTV Camera compliant with the City's ITS system; b) reconstruction of the southbound approach to the intersection to provide 1-left turn lane, 3-through lanes (eliminating existing eastbound free-right), a bicycle lane (at the intersection) and a right turn lane; and c) construction of an extension of the existing raised median on Oxnard Boulevard to provide a standard northbound left-turn pocket at Orchard Place. Improvements shall also include re-striping of northbound Oxnard Boulevard at Orchard Place to accommodate 1-left turn lane, 2-through lanes, a bicycle lane (at the intersection) and a right turn lane. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map. The final design of these improvements is subject to approval of the City Traffic Engineer. (TR) (Changed since PC Approval)
202. Unless the City obtains alternative funding and accepts construction responsibility for Oxnard Blvd improvements from Vineyard Avenue, north to Orchard Place, concurrent with modification to the Orchard Place/Oxnard Boulevard intersection, Developer shall construct curb, gutter and a seven (7) foot wide concrete sidewalk along westerly side of Oxnard Boulevard to create a continuous ADA compliant pedestrian pathway from Vineyard Plaza on the south to the existing sidewalk northerly of Orchard Place. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map, and shall be constructed and accepted by the City prior to the 544th unit final inspection in the project. (TR) (Changed since PC Approval)

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 28th day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

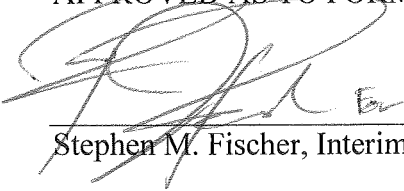
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



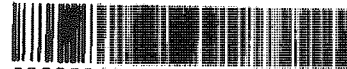
Stephen M. Fischer, Interim City Attorney

RECORDING REQUESTED BY:
CITY OF OXNARD

Request recording without fee. Record
For benefit of City of Oxnard pursuant
To Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030



20090310-00037202-0 1/53

Ventura County Clerk and Recorder
James S. Becker, Assistant
03/10/2009 03:30:20 PM
291993 \$.00 CE

(FOR RECORDER'S USE ONLY)

Development Agreement between the City of Oxnard and Oxnard Village Investments, LLC.
Agreement No. A-7122

Attachment 5
Page 1 of 54

RECORDING REQUESTED BY:
CITY OF OXNARD

Request recording without fee. Record
For benefit of City of Oxnard pursuant
To Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030



20090310-00037202-0 1/53

Ventura County Clerk and Recorder
James B. Becker, Assistant
03/10/2009 03:30:20 PM
201003 \$.00 CE

(FOR RECORDER'S USE ONLY)

Development Agreement between the City of Oxnard and Oxnard Village Investments, LLC.
Agreement No. A-7122

Attachment 5

Page 2 of 54

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Development Services Director

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made in Ventura County, California, as of January 27, 2009, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the "City") and OXNARD VILLAGE INVESTMENTS, LLC, a Delaware limited liability company (the "Developer").

RECITALS

- A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal interests in real property located within the City.
- B. Developer is the owner of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.
- D. The development project which the Developer seeks to develop on the Property will consist of not more than 1,500 residential units, community parks and open space, a transit center, and not more than 50,400 square feet of neighborhood serving commercial retail and small commercial office space uses, as more particularly set forth in the Specific Plan (collectively, the "Project"), all in accordance with the Oxnard Village Specific Plan, as amended from time to time (the "Specific Plan") adopted by the City Council of the City (the "City Council") on January 27, 2009. In connection with the Project, the Planning Commission of the City (the "Planning Commission") certified an environmental impact report (the "EIR") for the Project on September 18, 2008. The Final EIR was appealed by the San Buenaventura Conservancy on October 6, 2008. The City Council upheld Final EIR Certification and determined that on November 18, 2008,

COUNCIL APPROVAL

DATE: 12-3-09 AGENDA # 1-7

Attachment 5
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that the final EIR was in compliance with the California Environmental Quality Act on November 18, 2008.

- E. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.
- F. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project. Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing, (5) ensures the development of the Property occurs at a pace consistent with that analyzed in the EIR, and (6) generally serves the public interest within the City and the surrounding region.
- G. The Planning Commission and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code. The City Council has found that the provisions of this Agreement are consistent with the City's 2020 General Plan for development within the City, as amended (the "General Plan"), City zoning ordinances, as amended, and the Oxnard Village Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.
- H. On September 18, 2008 the Planning Commission held a duly noticed public hearing on this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. Definitions.

1.1 "Affordable Dwelling Units" shall mean a Dwelling Unit available at Affordable Rent or Affordable Housing Cost.

1.2 "Affordable Rent" and Affordable Housing Cost shall have the same meaning set forth in Health and Safety Code section 50053 and 50052.5, as more specifically set forth in the Agreement Containing Covenants Affecting Real Property to be attached to the OPA.

1.3 "Applicable Rules" means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental consideration, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code sections 17922 and 17958.5.

1.4 "Area Median Income" shall mean the area median income for the County of Ventura as published annually by the Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.5 "CDC" shall mean the Oxnard Community Development Commission.

1.6 "City Council" shall mean the City Council of the City.

1.7 "City Manager" shall mean the City Manager of the City.

1.8 "County" shall mean Ventura County.

1.9 "Development Impact Fees" means and includes all fees charged by the City in connection with the application, processing and approval or issuance of permits for the development of property, including, without limitation: application fees; permit processing fees; inspection fees; utility capacity fees; service or connection fees; water resource development fees; development impact or major facilities fees; park fees; flood control fees; environmental impact mitigation fees; affordable housing fees; and any similar governmental fees, charges and exactions required for the development of the Project.

1.10 "Discretionary Actions" and "Discretionary Approvals" means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with applicable statutes, ordinances, regulations or conditions of approval.

1.11 "Dwelling Unit" shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family

dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome or mixed use development, or a unit of a condominium project.

1.12 "Effective Date" means the date on which the ordinance approving this Agreement has been adopted by the City.

1.13 "Extremely Low Income Household" shall mean persons and families whose gross incomes do not exceed 30% of the Area Median Income, adjusted for size.

1.14 "Financing District" or "Financing Districts" means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311 *et seq.*), an assessment district formed pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code section 22500 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.15 "Low Income Household" shall mean persons and families whose gross incomes do not exceed eighty percent (80%) of the Area Median Income, adjusted for size.

1.16 "Lower Income Household" shall mean persons and families whose gross incomes do not exceed sixty percent (60%) of the Area Median Income, adjusted for size.

1.17 "Moderate Income Household" means persons and families whose gross incomes do not exceed one hundred twenty percent (120%) of the Area Median Income, adjusted for size.

1.18 "OPA" shall collectively mean that certain Owner Participation Agreement by and between the CDC and Developer together with all attachments thereto, which the parties anticipate will be considered for approval by the CDC within forty-five (45) days following the Effective Date, unless extended by mutual written agreement of the parties; provided, however there shall be no liability for or default by the City or CDC if the OPA is not considered for approval within said forty-five (45) day period. OPA shall also include any and all amendments or modifications thereto.

1.19 "Periodic Review" shall have the meaning assigned to such term in Paragraph 18(a).

1.20 "Planning Commission" shall mean the Planning Commission of the City.

1.21 "Project" shall mean that development contemplated pursuant to the Specific Plan.

1.22 "Relocation Laws" shall mean all applicable state and local relocation laws, including, without limitation, the California Relocation Assistance Law, Government Code Section 7260 *et seq.* and the implementing regulations thereto in the California Code of Regulations, Title 24, Section 6000 *et seq.* and the local implementing regulations thereto, and

all applicable federal relocation laws, including, without limitation, the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, 42 U.S.C. 4201-4655, and 49 CFR Part 24, the acquisitions and eminent domain laws in Government Code Section 7267 *et seq.* and Code of Civil Procedure Section 1240.000 *et seq.* and any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance and benefits, acquisition and/or compensation of property interests (including, without limitation, goodwill and furnishings, fixtures and equipment, leasehold bonus value, and moving expenses).

1.23 "Specific Plan" shall mean the Oxnard Village Specific Plan adopted by the City Council on January 27, 2009 as may be amended from time to time.

1.24 "Subsequent Applicable Rules" means the rules, regulations and official policies of the City, as they may be adopted and become operative after the Effective Date which, other than as provided for in this Agreement, would govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project and Property.

1.25 "Very Low Income Household" means persons and families whose gross incomes do not exceed fifty percent (50%) of the Area Median Income, adjusted for size.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of twenty (20) years. Upon the expiration or termination of the term, this Agreement shall be deemed terminated and have no further force and effect.

3. **Vested Right to Develop the Project.** Subject to Paragraphs 3.3 through 3.8, below, and the Applicable Rules, the City hereby grants to the Developer the vested right to develop the Project on the Property to the extent and in the manner provided in this Agreement. Subject to Paragraphs 3.3 through 3.8, below, any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. Subject to Paragraphs 3.3 through 3.8, below, this Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

3.1 **No Conflicting Enactments.** Subject to Paragraphs 3.3 through 3.8, below, neither the City Council nor any department of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement.

3.2 **Initiative Measures.** Subject to Paragraphs 3.3 through 3.8, below, the Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative

or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement.

3.3 Zoning, Design and Development Standards. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify zoning and design and development standards, provided such modifications do not prevent or materially and adversely affect development of the Project in accordance with the Applicable Rules (for example purposes only, modifying the zoning code so that any developable portion of the Property was restricted to open space use would be a modification that materially and adversely affects development of the Project, as would a reduction in density or allowable square footage of development within the Project).

3.4 Federal or State Laws. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations which preempt local jurisdiction including, by way of example, and without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes, and any safety regulations, but such modifications shall be made only to the extent required thereunder.

3.5 Emergency. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any development moratorium, limitation on the delivery of City-provided utility services, or other generally applicable emergency rule, regulation, law or ordinance affecting land use: (1) which is based on genuine health, safety and general welfare concerns (other than general growth management issues); (2) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor, City Council or City Manager of the City; and (3) based upon its terms or its effect as applied, does not apply exclusively, primarily or disproportionately to the Project or the Property.

3.6 Water Supply Reliability. This Agreement, and the EIR and associated findings, are based on the expectation that: (i) Project, Phase 1 (up to 600 market rate rental Dwelling Units, and 119 Affordable Dwelling Units, and up to 50,400 square feet of commercial space) will be completed for occupancy from the date of approval through December 31, 2011, the final permitted number of residential units and commercial square footage permitted under Phase I shall be determined by the sewer and water capacity study as expressly described in this Agreement in Paragraph 4.3, (ii) Project, Phases 2 and 3 (up to an additional 574 apartment or townhouse units) will be completed for occupancy from January 1, 2012 through December 31, 2013, and (iii) Project, Phase 4 (207 residential high rise units) will be completed for occupancy after January 1, 2014. Unless the City otherwise expressly agrees in writing, the pace of Project development shall not occur more rapidly than provided in this subsection 3.6. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to: (i) further restrict or limit the pace of issuance of building permits or Certificate(s) of Occupancy, or (ii) otherwise altogether prohibit the construction of any or all portions of the Project, based upon material and substantial changes to the then current or anticipated future reliability of the water supplies available to the City. The City shall exercise this authority only under the following

conditions: (i) any restriction, limitation or prohibition shall apply to all development projects similarly situated to the Project, and (ii) the City has made reasonable efforts but is unable, given the then existing conditions, to mitigate the degradation of the water supply reliability triggering the City's actions taken pursuant to this subsection.

3.7 Public Health Concerns. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any generally applicable rule, regulation, law or ordinance which does not affect the land use or development of the Project and which is based on concerns for the public health, safety or general welfare, including, but not limited to, building codes not otherwise preempted by State law.

3.8 New Engineering and Construction Standards. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules if the City adopts new and/or amended regulations governing engineering and construction and grading standards and specifications including, without limitation, any and all uniform codes adopted by the City, including local amendments to these codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of similar type as the Project within the City. Such codes include, without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code and Ventura County Water Quality NPDES Permits.

3.9 Cooperation and Indemnification. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Paragraph 26(m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

3.10 Relocation.

(1) All right(s) to possession of all portions of the Property necessary for construction and operation of the Project shall be cleared by Developer at Developer's sole cost and expense. The relocation of any occupants or businesses, if any, required for construction and operation of the Project, including provisions of relocation assistance and benefits pursuant to Relocation Laws, shall be the sole financial responsibility of Developer, except as may be expressly set forth in a subsequently adopted OPA duly entered into by and between Developer and the CDC. Relocation obligations or assistance, if any, which arise from the Property, Project and/or this Agreement shall be administered by the CDC or City (or its designee, a qualified relocation consultant chosen by the CDC or City) in conformity with the Relocation Laws, with such administration paid by Developer.

(2) All of the cost and expenses incurred or to be incurred by Developer to cause the vacating of the Property and/or relocation of all occupants and businesses from the Property for construction and operation of the Project (including, but not limited to, payments made to displaced persons and businesses, pre- or post-relocation rental payments, fees and actual expenses of attorneys, relocation consultants and other experts employed to effect the relocation of occupants and businesses, etc.) shall be the sole financial responsibility of Developer, except as may be expressly set forth in a subsequently adopted OPA duly entered into by and between Developer and the CDC. Any costs arising related in any respect to such displacement, such as, but without limitation, claims for loss of business goodwill, payment for furniture, fixtures and equipment, payment for leasehold bonus value, and any other compensable interest under Relocation Laws shall be the sole financial responsibility of Developer, except as may be expressly set forth in the OPA duly entered into by and between Developer and the CDC, and shall be administered and reviewed by the CDC or City (or its designee).

(3) Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, pay for and defend the CDC and the City and their respective elected officials, officers, employees, agents, consultants, contractors, attorneys and representatives (collectively, the "Indemnified Parties"), with counsel reasonably selected by Developer and City, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs, or expenses, including, without limitation, reasonable consultants' and reasonable attorneys' fees, or relocation benefits claimed or payable under the Relocations Laws which may now or in the future be incurred or suffered by the CDC or City or the Indemnified Parties by reason of, or resulting from, in full or in part, or in any respect whatsoever from the displacement of businesses or other occupants of the Property. The foregoing indemnity shall survive termination of this Agreement and shall not be merged with any other document.

4. Project Infrastructure: Water and Wastewater. The Developer shall construct all water (including recycled water) and wastewater related infrastructure improvements required for the Project ("Improvements"), subject to the following conditions:

4.1 All on-site Improvements shall be constructed at the Developer's sole cost and expense.

4.2 The off-site Improvements described in Exhibit B, attached hereto and incorporated herein by this reference, are needed to serve the Project, at build-out, as well as other planned future development within the City (the "Off-Site Improvements"). The costs of constructing the Off-Site Improvements will be shared by the City, Developer, and Casden Oxnard LLC and Casden Oxnard Vineyard Avenue LLC (the Casden entities, individually and separately are hereafter referred to as "Third Party"). All Off-Site Improvements shall be constructed subject to the cost allocation specified in Exhibit B. The City and the Developer acknowledge and agree the cost for each project specified in Exhibit B is an estimate based on a 2008 valuation of the anticipated improvements. Actual costs will vary, and are subject to the

true-up provisions to be included in the Subdivision Improvement Agreement discussed in Paragraph 4.6.

4.3 On or before July 1, 2009, City shall provide Developer with a revised Exhibit B (the "Revised Exhibit B"), which shall include a final estimation of the total cost for each Off-Site Improvement (the "Total Estimated Off-Site Improvements Cost"). The Revised Exhibit B shall allocate the Total Estimated Off-Site Improvement Cost in the same percentage shares as set forth in Exhibit B. The Subdivision Improvement Agreement, described in Paragraph 4.6 below, shall include anticipated dates for approval of final design, construction commencement and completion. Pending completion of the final design and the execution of the Subdivision Improvement Agreement, the Parties anticipate that final design of the Off-Site Improvements shall occur no later than July 1, 2009; construction commencement shall occur no later than December 31, 2009; and construction completion no later than July 31, 2011. Notwithstanding the foregoing, if the aforesaid milestone dates are extended, the dates set forth in this Section 4.3 with respect to Developer's obligations related thereto (including without limitation payment of Off-Site Improvement costs) shall be similarly extended. Notwithstanding the foregoing, if for any reason the size of the Project is reduced on or before July 1, 2009, and such reduction in size results in a reduction in the Off-Site Improvements Cost, the Developer's Costs shall be reduced by the amount that the reduction in the Off-Site Improvements Cost are attributable to the reduction in the size of the Project. In such an event, the Parties agree to meet and confer in good faith to determine the amount of the reduction in the Off-Site Improvements Cost and the amount of the reduction that is attributable to the reduction in the size of the Project.

4.4 Within 90 days following the Effective Date, the City shall complete a capacity analysis of the City's existing water and wastewater facilities which are immediately available to serve a portion of the Project. The City shall provide in writing to the Developer the quantification of the number of Dwelling Units for which existing water and wastewater facilities capacity is available up to a maximum of the number of Dwelling Units contained within the Project, Phase I ("Capacity Limit") (see Paragraph 3.6, above). The Developer may rely on the available water and wastewater capacity up to the Capacity Limit and subject to any conditions the City may impose that are reasonably related to the capacity analysis.

4.5 The City or the Third Party shall construct the Off-Site Improvements. Beginning with the building permit for the first Dwelling Unit of the project that exceeds the Capacity Limit and at the time of issuance of each building permit for a Dwelling Unit thereafter, Developer shall pay to the City that portion of the Total Estimated Off-Site Improvement Cost attributable to the Developer (the "Permit Reimbursement Cost") divided by the difference of the maximum number of project Dwelling Units and the Capacity Limit as increased at the time of payment by the following formula:

$$(\text{Date of payment} - \text{Capacity Limit date}) / 365 \text{ days} = Y$$

$$\text{Payment on a specific date} = \text{Permit Reimbursement Cost} \times (1.05)^Y$$

For purposes of this paragraph 4.5 and paragraph 4.6 below, Capacity Limit date is the date on which the Developer applies for a building permit for construction which causes the project unit count to exceed Capacity Limit to be provided by the City pursuant to paragraph 4.4.

At any time Developer may pay the Permit Reimbursement Cost for any or all Dwelling Units and the cost shall be calculated as of the date of payment in accordance with the above formula. In any event, the Total Estimated Off-Site Improvement cost, together with the interest factor as calculated in the above formula shall be due on the 10th anniversary of the date of this Agreement.

4.6 On or before December 1, 2009, the City and the Developer shall enter into a "Subdivision Improvement Agreement," which among other things, shall specify: (a) the Off-Site Improvements that shall be the City's responsibility to fund and construct; (b) reimbursement arrangements consistent with Revised Exhibit B cost allocation; (c) the security (bond, or other form of security that is mutually acceptable) (d) the applicable engineering standards and specifications for the Off-Site Improvements, insurance coverage, indemnification, the anticipated completion date of each improvement and other relevant terms, and (e) provision for reconciliation (true-up) of actual costs expended versus those estimated in Revised Exhibit B.

The security identified in (c) of the above paragraph shall be provided at the Capacity Limit date, however in any event no later than December 31, 2011.

4.7 The Off-Site Improvements are not currently included within the City's approved master plan facilities, although they are consistent with the type of facilities included in the City's Master Plan. The City, at its sole discretion, may elect to add some portion of the Off-Site Improvements to the City's Master Plan in the future.

4.8 To the extent the costs of any portion of the water and wastewater improvements are added to or incorporated into the City's Development Impact Fees, Developer shall be entitled to credit against the Developer's share of the Off-Site Improvement costs specified in Exhibit B. If the Off-Site Improvements specified in Exhibit B are later added to the City's master plan facilities, Developer shall receive a credit toward increased sewer or water connection fees to the extent such fees are increased after the effective date of this Agreement to include master plan facilities for the recycled water system. As an example, if sewer or water connections fees are raised by \$100 and \$40 of such increase is attributable to master plan facilities for the recycled water system, the Developer will receive a \$40 credit towards the payment of such sewer or water connection fee upon payment of such increased fee. AT no time shall the total credit during the life of this Agreement exceed the Permit Reimbursement Cost already paid by the Developer to the City.

5. Credit for Fire Department Impact Fees. In-lieu of paying any Capital Growth Fees in connection with the project, Developer shall pay to the City, on or before issuance of a building permit for the 750th Dwelling Unit, the purchase price of a fire ladder truck used by the City to respond to fires in a high-rise building.

6. Credit for Certain City-Collected Fees. The Developer will be entering into separate mitigation agreements with the El Rio School District and the County that relate to certain public improvements, fee payments and/or benefits that will be provided as part of the Project. The City shall have the right, but not the obligation, to review said mitigation agreements prior to the final approval of the agreements. Upon the submission to the City of a duly executed and approved mitigation agreement with a public entity on whose behalf the City collects fees, the City shall waive payment of those fees to the extent outlined in each mitigation agreement submitted to the City, provided that the City has received reasonable documentation from that public entity that such fee waiver has been approved by the public entity. Upon the request of Developer, the City and Developer shall coordinate their efforts to ensure that such waiver of payment of fees is properly credited to parcels in the Project for which such credits are specifically intended.

7. Development of the Property.

(a) Permitted Uses. The Developer agrees that the Property shall only be developed in accordance with the Specific Plan and any conditions and mitigation measures imposed on the Project through the certification of the environmental document for the Project. Notwithstanding anything set forth in this Agreement to the contrary, unless Developer proceeds with development of the Project, Developer is not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money (with the exception of any assessment district or other public finance district formed to include the Property), dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Oxnard Village Specific Plan, the Oxnard Municipal Code, and Applicable Rules..

(c) Development Design Review and Subsequent Entitlement Review. Prior to issuance of any grading permit for construction of any development phase within the Project, City and Developer shall cooperate to expedite the Development Design Review process, and, if necessary, expedite the entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees necessary to cover the direct costs of any such expedited process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

(d) Development Impact Fees. In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

(e) Work Prior to Recordation of the Final Maps.

(i) Demolition. Subject to: (1) the City's receipt, review and approval of a demolition plan for the Project or any portion thereof (the "Demolition Plan") and any other necessary report for the Property related to such demolition; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a demolition permit with respect to such Demolition Plan, the City agrees to review any reports and the Demolition Plan when submitted and issue a demolition permit with respect to the Demolition Plan subject to the Demolition Plan's compliance with all Applicable Rules. The City agrees that the Demolition Plan will be timely reviewed by the City, that a demolition permit with respect to the Demolition Plan may be issued and that the Developer may demolish improvements on the Property in accordance with the approved Demolition Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such demolition permits upon the Developer implementing and maintaining reasonable and appropriate security and safety measures before, during and after any demolition.

(ii) Rough Grading. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "Grading Plan"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all laws, ordinances, rules, all policies in effect at the time of permit issuance. The City agrees that the Grading Plan will be timely reviewed by the City, that a grading permit with respect to the Grading Plan may be issued and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(f) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code section 66473.7, to the extent that this code section is applicable to that tentative map.

(g) Financing Districts. At Developer's request, City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property;

provided, however, that the City shall have no obligation to form one or more Financing Districts unless the City elects at its sole discretion to do so. The City may also determine to form one or more Financing Districts without a request from the Developer. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed including, but not limited to, drainage, sewer and water improvements, street trees, street lighting, medians, perimeter landscaping, park facilities and open space areas, school facilities and/or mitigation payments, as well as any other public improvement mutually agreed upon in writing by the City and Developer. Whether formation occurs pursuant to the Developer's request or otherwise, if applicable law requires a vote by the landowners on the formation or any financial aspect of a Financing District, the Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. The Developer understands and agrees: (i) the City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond.

8. Quimby Fee Credit and In-Lieu Fees. The City acknowledges, as specified in the Specific Plan, approximately 7.4 acres of the project will consist of parks and open space areas, including among other things, parks, pocket parks, community pools, trails, and other open space areas. Developer shall be required to dedicate approximately 4.41 acres for park and recreation purposes, as described in Exhibit D, in "turnkey" condition ready for use by the public and acceptance of same by the City. Upon acceptance, City shall grant full credit ("Quimby Fee Credit") to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 0.79 acre Village Green and the approximately 2.08 acre Neighborhood Park, for a total of approximately 2.87 acres of Quimby Fee Credit. Such Quimby Fee Credit shall be applied against Quimby Fees due for development within the Project. To the extent that, at the time of issuance of building permits for any portion of the project, adequate Quimby Fee Credits do not exist to cover the applicable Quimby Fees, the City shall not require the payment of Quimby Fees until the issuance of a certificates of occupancy for that portion of the project. If, at the time of issuance of certificates of occupancy, adequate Quimby Fee Credits still do not exist to cover the applicable Quimby Fees, then Developer shall pay the Quimby Fees then due to the City. At such time, if it occurs, that adequate Quimby Fee Credits have accrued to cover amounts previously paid by the Developer to the City for the Quimby Fees, the City shall refund any excess of amounts paid over credits to the Developer. Upon acceptance of approximately 1.54 acres proposed for public park and recreation facilities in the form of the Class I Bike Path and the Santa Clara River Trail, the City shall credit the Developer an amount equal to the ½ the sum of the value of the land and engineering and construction costs reasonably incurred by Developer. The City shall credit this sum towards the applicable Air Quality Mitigation/Transportation Demand Management Program Fees.

9. Affordable Housing. Development in the Project is subject to the requirement of providing two hundred twenty-five (225) Affordable Dwelling Units which must remain Affordable for at least fifty-five (55) years for rental units and forty-five (45) years for for-sale units, one hundred nineteen (119) of which must be available to Wagon Wheel Mobile Home Park residents/families. Of the one hundred nineteen (119) rental Affordable Dwelling Units to be made available to Wagon Wheel Mobile Home Park residents/families at the levels of affordability (rent levels) and bedroom counts as set forth in Exhibit C attached hereto and incorporated by reference, forty-one (41) shall be made available to and occupied by Extremely Low Income Households, forty-nine (49) shall be made available to and occupied by Very Low Income Households, thirteen (13) shall be made available to and occupied by Lower Income Households, ten (10) shall be made available to and occupied by Low Income Households, and six (6) shall be made available to and occupied by Moderate Income Households. The remaining one hundred six (106) Affordable Dwelling Units shall be made available to and occupied by Moderate Income Households.

All the two hundred twenty-five (225) Affordable Dwelling Units must be constructed within the Project and shall be subject to the following schedule for development:

Prior to issuance of the building permit for the first Dwelling Unit (market rate or affordable), (1) Developer shall have entered into the OPA with the CDC agreeable in form, content and substance to the CDC, which includes at least the following terms and conditions: (a) Developer shall execute an agreement containing covenants running with the land restricting for at least fifty-five (55) years the maximum income of tenants and the maximum rents that may be charged to tenants, consistent with the rent levels as set forth in Exhibit C, for the two hundred twenty-five (225) Affordable Dwelling Units, which OPA shall be recorded against the Property in first priority lien position, (b) a scope of development for the two hundred twenty-five (225) Affordable Dwelling Units, and (c) a schedule of performance providing for the timely satisfaction of all conditions precedent to the disbursement of any funds from the CDC and the timely commencement and completion of construction of the two hundred twenty-five (225) Affordable Dwelling Units; and (2) the agreement containing covenants running with the land described above shall have been recorded against the Property in first priority lien position. The final form of the OPA shall be subject to the discretionary approval of the CDC and shall include all provisions and attachments customarily included in CDC affordable housing agreements, including, but not limited to, conditions precedent to the disbursement of any funds from the CDC;

Prior to issuance of a building permit for the 100th market rate Dwelling Unit, the Developer shall have submitted all requisite low income housing 4% or 9% tax credit applications to the State of California for review and approval for the (1) 41 rental Extremely Low Income Household Affordable Dwelling Units, (2) 49 rental Very Low Income Household Affordable Dwelling Units; and (3) 13 rental Lower Income Household Affordable Dwelling Units;

Within two (2) years and one (1) day after the City Council's approval of the Specific Plan or within thirty (30) days following the date the skating rink tenant currently located on the Property vacates the skating rink premises, whichever occurs first, the Developer shall pull

demolition permits for the site or sites of the one hundred nineteen (119) rental Affordable Dwelling Units to be made available to the Wagon Wheel Mobile Home Park residents/families. Within sixty (60) days thereafter, the Developer shall complete demolition of such site or sites, and shall begin site improvements on such site or sites in accordance with the OPA and this Agreement;

Prior to issuance of a Certificate of Occupancy for the 590th market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for: (1) all forty-one (41) rental Extremely Low Income Household Affordable Dwelling Units; (2) all forty-nine (49) rental Very Low Income Household Affordable Dwelling Units; (3) all thirteen (13) rental Lower Income Household Affordable Dwelling Units; (4) all ten (10) rental Low Income Household Affordable Dwelling Units; and (5) six (6) rental Moderate Income Household Affordable Dwelling Units; and

Prior to issuance of a Certificate of Occupancy for the 590th market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for six (6) rental Moderate Income Household Affordable Dwelling Units; and

Prior to issuance of a Certificate of Occupancy for the 1000th market rate Dwelling Unit, Developer shall have completed construction and shall have received all required Certificates of Occupancy for all remaining one hundred six (106) rental or for-sale Moderate Income Household Affordable Dwelling Units.

The Wagon Wheel Mobile Home Park residents/families committee specifically requested the creation of a "community". Consequently, all one hundred nineteen (119) rental Affordable Dwelling Units available for the Wagon Wheel Mobile Home Park residents/families shall be generally located on the western portion of the Property. The remaining one hundred six (106) rental or for-sale Affordable Dwelling Units shall be located evenly throughout the rest of the Project. In accordance with California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*), all two hundred twenty-five Affordable Units shall remain affordable for 55 years from the date the Certificate of Occupancy is issued for the applicable Dwelling Unit.

Developer agrees to comply with all terms and provisions of the OPA and its attachments and acknowledges that any default thereunder shall also constitute a default under this Agreement.

10. Extension of Maps and Project Approvals. In accordance with Government Code section 66452.6, subd. (a) and Government Code section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

11. Cooperation in Relocation of Utilities. To facilitate the development of the Project, which will benefit the entire City, the City agrees to cooperate in the relocation of

utilities on or adjacent to the Property, which are reasonably necessary to develop the Property pursuant to the provisions of the Specific Plan, provided that such cooperation is at no cost or expense to the City. Such cooperation shall include, but not be limited to, the City serving as the applicant in any such relocation matters, where appropriate.

12. Wagon Wheel Road. To facilitate development of the Specific Plan, prior to issuance of any grading permit for any development phase of the Project, the City and Developer shall enter into an Exchange Agreement, which shall specify the City's intention to grant, at no cost or expense to the City, fee title of all portions of the Wagon Wheel Road right-of-way to the Developer immediately upon the City receiving fee title of said road right-of-way from the California Department of Transportation, at no cost or expense to the City. The City shall use all reasonable efforts to assist the Developer, at no cost or expense to the City, with obtaining any necessary clearances/permits from the California Department of Transportation to permit granting Wagon Wheel Road Right of Way to Developer.

13. Entry Landscaping Maintenance along 101 Freeway. To permit the establishment of "gateway" landscaping and visual screening along the southbound lanes of US 101 Freeway and the Oxnard Boulevard freeway off-ramp along the Project frontage, the City and Developer agree to use good faith efforts to enter into an agreement with the California Department of Transportation for maintenance of such landscaped area in perpetuity. Any such agreement may provide that the funding for the maintenance of such landscaped area shall be provided by a Financing District. City agrees to consider the formation of one or more Financing Districts to be formed over all or part of the Property to provide such maintenance; provided, however, that the City shall have no obligation to form one or more Financing Districts unless City elects at its sole discretion to do so. City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability. Developer shall be responsible for all costs associated with any such Financing District.

14. Northern Oxnard Transportation Demand Management Program. Developer and City agree to contribute funds to establish a Transportation Management Association (TMA) to manage a Transportation Demand Management Program for Northern Oxnard as follows: To the extent a Financing District is established and such expenditure is permitted under said Financing District, the Developer's portion of such funds may be provided using proceeds from said Financing District. The City shall credit any payment actually made by or on behalf of the Developer and received by the City to establish and/or manage such Transportation Demand Management Program toward Developer's obligation to pay any Air Quality Mitigation/Transportation Demand Management Program Fees in connection with the development and construction of the Project. The Developer shall work with the City to establish a Community Parking District for The Village. The district shall generate revenue for expanding the Transportation Demand Management Program for Northern Oxnard.

15. Trash Truck Purchasing; Santa Clara River Trail

15.1 Trash Truck Purchasing. Upon the issuance of each of the 500th, 750th, and 1000th building permit, Developer shall pay City \$233,333.00 towards the purchase of new trash trucks, for a total payment of \$699,999.00.

15.2 Santa Clara River Trail. Upon the issuance of a building permit for the first Dwelling Unit in the Project, the Developer shall participate in the planning and design of the Santa Clara River Trail along the Project frontage. The costs associated with Developer and/or its consultants participation in this planning and design effort shall not exceed the payment of \$120,000, nor shall the obligation survive the expiration of six (6) months from the issuance of a building permit for the first Dwelling Unit in the Project, as set forth in a Memorandum of Understanding for Santa Clara River Trail Design Services between the City and the Developer. Prior to issuance of a Certificate of Occupancy for the 1000th residential dwelling, the Developer shall construct the Santa Clara River Trail Improvements along the project frontage as specified by the Santa Clara River Master Plan, or provide security (bond, or other suitable forms of security acceptable to City and Developer) to the City to guarantee payment to the City of the Developer's share of the costs of the Santa Clara River Trail Improvements.

16. Additional Developer Obligations.

16.1 Ventura Road Pump System. Prior to the 750th Dwelling Unit Certificate of Occupancy, Developer agrees to install a pump system or other improvement satisfactory to the City, to alleviate the existing drainage flood control deficiency at Ventura Road, near Highway 101.

16.2 Highway 101 Mainline Improvements. Developer shall pay a fair share in lieu fee toward future Highway 101 southbound mainline improvements, based upon Developer's pro-rata share (50 southbound peak hour trips) of the total capacity of an additional southbound lane on Highway 101, from Oxnard Boulevard to Central Avenue, if and when the City or other applicable agency adopts a fee to fund this improvement.

16.3 Golf Course Development Fee. It is the intent of the parties that the Developer pay to the City a golf course development fee of \$4,849,200 based on a calculation of \$7,184 for each of the 675 for sale market rate Dwelling Units presently included in the Project. Developer will pay the golf course development fee in accordance with the following schedule.

Beginning with the issuance of the 1,000th building permit, the Developer will pay the City \$9,698.40 each time a building permit is issued until the Project is completed. In any event, the entire fee shall be paid on or before issuance of a building permit for the 1500th unit. Moreover, if Developer constructs more than 675 for sale market rate Dwelling Units, Developer shall pay an additional \$7,184 per unit for each unit greater than 675 for sale market rate Dwelling Units. Notwithstanding any other provision of this Agreement, such fee shall be

paid at the time of issuance of the building permit for each for sale market rate Dwelling Unit in excess of 675 for sale market rate Dwelling Units and shall be in addition to the \$9,698.40 per unit fee described herewith.

16.4 Metrolink Train Platform. Upon the issuance of a building permit for the 500th Dwelling Unit in the Project, the Developer shall participate in the planning and design of a Metrolink Rail Platform within Planning Area 19 (Transit Center). The costs associated with Developer and/or its consultants' participation in this planning and design effort shall not exceed the payment of \$120,000. Upon issuance of a building permit for the 1000th Dwelling Unit, Developer shall provide the City of Oxnard with an irrevocable offer of dedication for the Metrolink Train Platform.

16.5 Solar Energy. All for-sale dwelling units within The Village shall include solar hot water heater stub outs and the necessary pre-wiring to allow solar generated electricity. The Developer shall also offer, as an option for the for-sale dwelling units, the installation of roof-mounted solar panels.

17. Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

18. Compliance Review.

(a) **Periodic Review.** Pursuant to Government Code section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in full compliance with the terms of this Agreement (the "Periodic Review").

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager's findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non-Compliance" to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer's failure to cure the alleged non-compliance within sixty (60) days after receipt of the notice, or, if such noncompliance is not capable of being cured within sixty (60) days, the Developer's failure to initiate all actions required to cure such non-compliance within sixty (60) days after receipt of the notice and completion of the cure of such non-compliance within one hundred twenty (120) days, shall constitute a default under this

Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

19. Modification, Amendment or Cancellation by Mutual Consent. Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code section 65867.5.

20. Defaults, Notice and Cure Periods, Events of Default and Remedies.

20.1 Default By the Developer.

20.1.1 Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Paragraph 26(a) hereof.

20.1.2 Notice of Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Paragraph 26(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than thirty (30) days after receipt of any such written notice of default, or if such default(s) is not capable of being cured within thirty (30) days, no later than one hundred twenty (120) days after receipt of any such written notice of default, provided the Developer commences the cure of any such default(s) within such thirty (30) day period and thereafter diligently pursues such cure at all times until any such default(s) is cured.

20.1.3 Failure to Cure Default Procedure. If after the cure period provided in Paragraph 21.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the

City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Paragraph 21, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Paragraph 21 or this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions or limiting the City's rights and remedies available at law or in equity, which shall include (without limitation) compelling the specific performance of the Developer's obligations under this Agreement.

20.1.4 Termination or Modifications of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described herein. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided herein.

20.1.5 Lender Protection Provisions.

20.1.5.1 Notice of Default. In addition to the notice provisions set forth in Paragraph 20.1.2, the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Paragraph 25(a) of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Paragraph 20.1.5.1 is herein referred to as a "Qualified Lender."

20.1.5.2 Right of a Qualified Lender to Cure a Default. The City shall send a written notice of any Developer default to each Qualified Lender. From and after receipt of any such written notice of default, each Qualified Lender shall have the right to cure any such default within the same cure periods as provided to the Developer hereunder. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, (as reasonably determined by the City), then so long as the Qualified Lender(s) is (are) diligently proceeding (as

reasonably determined by the City) to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commences the cure of any such default and thereafter diligently pursues the cure of such default to completion, then such Qualified Lender shall have an additional sixty (60) days following such foreclosure to cure any such default. Any lender that has made a loan to a party that owns a single family Dwelling Unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion, thereof shall not be deemed to be a Qualified Lender.

20.1.5.3 Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy to cancel or amend this Agreement during any cure period.

20.2 Default by the City.

20.2.1 Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, subject to Paragraph 20.3, the Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Paragraph 20.2.2.

20.2.2 Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City is in default under this Agreement or whether the City has cured the default, or to seek the enforcement of this Agreement, the City and the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 25(n) of this Agreement.

20.3 Monetary Damages. The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to

this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Paragraph 25 (g) and 25(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to any fee credits specifically required to be credited by City to Developer or its assignee(s).

21. Administration of Agreement and Resolution of Disputes. The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final. In addition, in the event the Developer and the City cannot agree whether a default on the part of the Developer, or any of its successors or assigns, under this Agreement exists or whether or not any such default has been cured, then the City or the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 25(n).

22. Recordation of this Agreement. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

23. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

24. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, the CDC, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

25. Miscellaneous.

(a) Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be deemed given when the same are deposited in the United States mail, with postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to City:

City of Oxnard
300 West Third Street, 4th Floor
Oxnard, California 93030
Attention: City Manager
Tel. No.: (805) 385-7430
Fax No.: (805) 385-7595

with a copy to:

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Development Services Director
Tel. No.: (805) 385-7877
Fax No.: (805) 385-7854

City of Oxnard
300 West Third Street, 3rd Floor
Oxnard, California 93030
Attention: City Attorney
Tel. No.: (805) 385-7483
Fax No.: (805) 385-7423

City of Oxnard
214 South C Street
Oxnard, California 93030
Attention: Planning Manager
Tel. No.: (805) 385-7863
Fax No.: (805) 385-7417

If to the Developer:

Oxnard Village Investments, LLC
31238 Via Colinas, Suite F
Westlake Village, CA 91362
Attention: Vince Daly
Tel. No.: (818) 889-7252
Fax No.: (881) 889-7085

And

270 Newport Center Dr., Suite 200
Newport Beach, CA 92660
Attention: Carl Renezedder
Tel. No.: (949) 719-9040
Fax. No.: (949) 644-4509

with a copy to:

Stowell, Zeilenga, Ruth, Vaughn & Treiger
LLP
2815 Townsgate Road, Suite 330
Westlake Village, CA 91361
Attention: James D. Vaughn
Tel. No.: (805) 446-1496
Fax No.: (805) 446-1490

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, may be assigned by either the City or the Developer to any party or parties purchasing all or any part of the Property, or any interest therein pursuant to the provisions of this Paragraph 26(e). The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, the Developer shall present such information to the City as will demonstrate to the City's reasonable satisfaction that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. In addition, the Developer and the proposed assignee shall present to the City a signed agreement delineating the right to use the credits established by this Agreement as between such parties. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. The provisions of this Paragraph 26(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document

executed in connection herewith shall be construed as making the City and the Developer joint venture's, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(i) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, provided that any one or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence in an effort to either replace such contractor, subcontractor or consultant or enforce the obligations of such contractor, subcontractor or consultant to perform), riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer's expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR or to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Developer also agrees to indemnify the City, the City Council, and the City's officials, agents and employees for any claims, acts or proceedings relating to the Project's affordable housing requirements, including, but not limited to, any challenge to the City's Housing Element arising from such requirements.

The indemnity described in this section is not subject to the provisions of paragraph 7 providing that obligations cease if the Project does not go forward.

The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall provide a defense to the City with counsel reasonably selected by Developer and City to defend both the City and Developer, and shall reimburse the City for any court costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding at its own expense, but such participation shall not relieve the Developer of the obligations of this Paragraph 25(m).

(n) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer's successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a "Dispute"), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved shall be subject to non-binding mediation, both as set forth below, before either party may institute legal proceedings.

(2) Negotiation. If a Dispute arises, the parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the parties within 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and

the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in subparagraph 2, above, either party may initiate non-binding mediation (the "Mediation"), conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) The parties shall bear equally the cost of the mediator's fees and expenses, but each party shall pay its own attorneys' and expert witness fees and any other associated costs.

(4) Preservation of Rights. Nothing in this Paragraph shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(o) Inspection of Books. Within a reasonable time period after receiving a written request from the City, Developer shall allow the City to inspect and audit Developer's books and records as they relate to the purposes of this Agreement. The City shall maintain the confidentiality of the Developer's books records to the maximum extent permitted by law.

(p) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

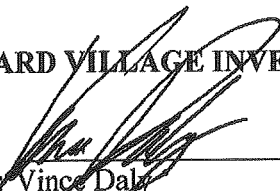
(q) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this

Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

IN WITNESS WHEREOF, the City and the Developer hereto have each executed this Agreement as of the date first written above.

Developer:

OXNARD VILLAGE INVESTMENTS, LLC

By: 
Name: Vince Daly

Its: Attorney-In-Fact

By: _____
Name: _____
Its: _____

City:

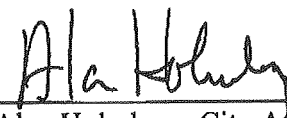
CITY OF OXNARD, a municipal corporation of
the State of California

By: 
Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

ACKNOWLEDGMENT

State of California

County of Ventura

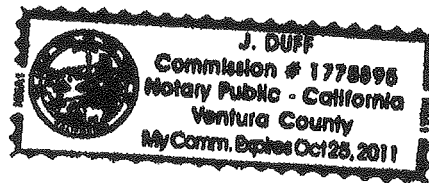
On Jan. 26 2009, before me, J. Duff,
a Notary Public, personally appeared Marie Daly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



State of California

County of Ventura

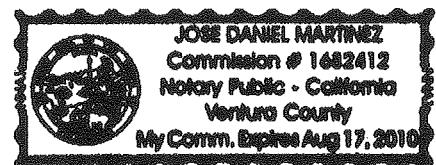
On 3 February 2009, before me, Jose Daniel Martinez,
a Notary Public, personally appeared Thomas E. Holden,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



State of California

County of _____

On _____, before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Legal Description of Property

[behind this page]

EXHIBIT "A" – LEGAL DESCRIPTION

PARCEL A:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point in that certain course, recited as "South 66° 34' 30" East 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, distant along said certain course South 66° 34' 30" East 195.91 feet from the Easterly line of the land described in the deed to Western Trailer Park, Inc., recorded June 10 1954 as Instrument No. 16613, in Book 1208, Page 17, Official Records; thence parallel with said Easterly line,

1st: South 0° 30' West, 81.41 feet; thence

2nd: South 84° 06' 30" West, 68.21 feet; thence

3rd: South 7° 52' 15" West, 75.25 feet; thence

4th: North 89° 23' 15" West, 103.01 feet, more or less, to a point in the Easterly line of said land of Western Trailer Park, Inc., distant along said Easterly line, South 0° 30' West, 239.75 feet from said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said Easterly line,

5th: South 0° 30' West, 238.67 feet; thence

6th: South 89° 23' 15" East, 336.33 feet; thence

7th: North 0° 36' 45" East, 39.52 feet; thence

8th: North 89° 23' 15" West, 50.00 feet; thence

9th: North 0° 36' 45" East, 50.00 feet; thence

10th: South 89° 23' 15" East, 50.00 feet; thence

11th: North 0° 36' 45" East, 230.43 feet to the beginning of a tangent curve concave Southwesterly having a radius of 25.00 feet; thence

12th: Northerly and Northwesterly along said curve through an angle of 67° 11' 15" an arc distance of 29.32 feet to the point of tangency with said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said certain course,

13th: North 66° 34' 30" West, 153.37 feet to the Point of Beginning.

PARCEL B:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of that certain course recited as "South 66° 34' 30" East, 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, with a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records; thence along said parallel line South 0° 30' West, 623.42 feet to the True Point of Beginning; thence continuing along said parallel line,

1st: South 0° 30' West, 64.76 feet; thence

2nd: North 89° 30' West, 210.00 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,

3rd: South 0° 30' West, 258.43 feet to the Northwesterly line of the Southern Pacific Railroad right of way, 100 feet wide; thence along said Northwesterly line,

4th: South 49° 56' East, 706.38 feet; thence

5th: North 0° 36' 45" East, 772.48 feet to the intersection with a line which bears South 89° 23' 15" East, from said True Point of Beginning; thence along said line,

6th: North 89° 23' 15" West, 336.05 feet to the True Point of Beginning.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 100 feet from the surface thereof; but with no right of surface entry.

PARCEL C:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, distant along said Westerly line, South 0° 30' West, 140 feet from the Southwesterly corner of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence at right angles,

1st: South 89° 30' East, 60.00 feet; thence parallel with said Westerly line,

2nd: North 0° 30' East, 110.00 feet, more or less, to the Southerly line of the land in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, being a curve concave Southerly having a radius of 200.00 feet, a central angle of 26° 07' 21" and a radial line at the beginning of said curve in said Westerly line bears North 2° 41' 51" West; thence

3rd: Easterly, along said curve, an arc distance of 32.00 feet, more or less, to the Easterly terminus of said curve; thence tangent to said curve

4th: South 66° 34' 30" East, 130.00 feet, more or less, to the intersection with a line which is parallel with and Easterly 210.00, measured at right angles from the Westerly line of said land of Martin V. Smith; thence along said parallel line

5th: South 0° 30' West, 688.16 feet; thence at right angles,

6th: North 89° 30' West, 210.00 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,

7th: North 0° 30' East, 637.00 feet to the Point of Beginning.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 100 feet from the surface thereof; but with no right of surface entry.

PARCEL D:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, distant along said Westerly line, South 0° 30' West, 140.00 feet from the Southwesterly corner of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence at right angles,

- 1st: South 89° 30' East, 60.00 feet; thence parallel with said Westerly line,
- 2nd: North 0° 30' East, 110.00 feet, more or less, to the Southerly line of the land in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, being a curve concave Southerly having a radius of 200.00 feet, a central angle of 26° 07' 21" and a radial line at the beginning of said curve in said Westerly line bears North 2° 41' 51" West; thence,
- 3rd: Westerly and Southwesterly, along said curve, an arc distance of 59.19 feet to the Westerly line of said land of Martin V. Smith; thence along said Westerly line,
- 4th: South 0° 30' West, 115.00 feet, more or less, to the Point of Beginning.

PARCEL E:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at the intersection of a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records, with that certain course, recited as "South 66° 34' 30" East 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, thence along said certain course,

- 1st: South 66° 34' 30" East, 195.91 feet; thence parallel with the Westerly line of said land of Martin V. Smith,
- 2nd: South 0° 30' West, 81.41 feet; thence
- 3rd: South 84° 06' 30" West, 68.21 feet; thence
- 4th: South 7° 52' 15" West, 75.25 feet; thence
- 5th: North 89° 23' 15" West, 103.01 feet, to said 1st mentioned parallel line; thence along said parallel line,
- 6th: North 0° 30' East, 234.75 feet, more or less, to the Point of Beginning.

PARCEL F:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of that certain course recited as "South 66° 34' 30" East, 573.33 feet", in the deed to the State of California, recorded January 27, 1955 as Instrument No. 2961, in Book 1260, Page 453, Official Records, with a line which is parallel with and distant Easterly 210.00 feet, measured at right angles from the Westerly line of the land described in the deed to Martin V. Smith and wife, recorded April 29, 1946 as Instrument No. 10429, in Book 745, Page 450, Official Records; thence along said parallel line South 0° 30' West, 623.42 feet to the True Point of Beginning; thence along said parallel line,

1st: North 0° 30' East, 150.00 feet, more or less, to the Southwesterly corner of the land described in the deed to Twenty Year Venture, Inc., recorded January 6, 1958 as Instrument No. 357, in Book 1579, Page 68, Official Records; thence along the boundary of said last mentioned land by the following 7 courses,

2nd: South 89° 23' 15" East, 336.33 feet; thence

3rd: North 0° 36' 45" East, 39.52 feet; thence

4th: North 89° 23' 15" West, 50.00 feet; thence

5th: North 0° 36' 45" East, 50.00 feet; thence

6th: South 89° 23' 15" East, 50.00 feet; thence

7th: North 0° 36' 45" East, 230.43 feet to the beginning of a tangent curve concave Southwesterly having a radius of 25.00 feet; thence

8th: Northerly and Northwesterly along said curve through an angle of 67° 11' 15" an arc distance of 29.32 feet to the point of tangency with said certain course recited as "South 66° 34' 30" East, 573.33 feet"; thence along said certain course,

9th: South 66° 34' 30" East, 94.00 feet, more or less, to the Southeasterly terminus of said certain course; thence continuing along the boundary of said land of the State of California by the following 7 courses,

10th: South 60° 51' 10" East, 93.92 feet to an angle point; thence

11th: South 63° 54' 52" East, 104.95 feet to an angle point; thence

- 12th: South 64° 18' 10 East, 115.31 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 1392.00 feet and a radial line bears North 32° 49' 03" East; thence
- 13th: Southeasterly along said last mentioned curve through an angle of 11° 57' 27" an arc distance of 290.51 feet to the beginning of a compound curve concave Southwesterly having a radius of 100 feet; thence
- 14th: Southeasterly along said last mentioned curve through an angle of 20° 20' 41" an arc distance of 35.31 feet; thence tangent to said curve
- 15th: South 24° 52' 49" East, 163.19 feet to the beginning of a tangent curve concave Northeasterly having a radius of 308 feet; thence
- 16th: Southeasterly along said last mentioned curve through an angle of 20° 47' 35" an arc distance of 111.78 feet to the intersection with the Easterly line of that certain 16.50 foot strip of land as described in the deed to Martin V. Smith, recorded May 5, 1953 as Instrument No. 10414, in Book 1132, Page 42, Official Records; thence along said Easterly line
- 17th: South 0° 38' 45" West, 1085.33 feet, more or less, to a point distant along the prolongation of said Easterly line North 0° 38' 45" East, 165.43 feet from the Southerly terminus of the 1st course, recited as "South 0° 04' West, 1800.40 feet" in the deed to Carl C. Cole, recorded June 15, 1932, in Book 383, Page 77, Official Records; thence along the 6th course recited as "South 89° 37' East, 346.29 feet", in said last mentioned deed recorded in Book 383, Page 77, Official Records; thence
- 18th: North 89° 37' West, 203.73 feet to the Northwesterly line of the Southern Pacific Railroad right of way, 100 feet wide; thence along said Northwesterly line,
- 19th: North 49° 46' West, 683.5 feet, more or less, to a point distant along the Northwesterly line of said 100 foot right of way, south 49° 46' East, 706.38 feet from the westerly line of said 1st mentioned land of Martin V. Smith; thence
- 20th: North 0° 36' 45" East, 722.48 feet to the intersection with a line which bears, South 89° 23' 15" East from the True Point of Beginning; thence
- 21st: North 89° 23' 15" West, 336.05 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion thereof described as follows:

Commencing at the intersection of the Southwesterly line of the land described in the deed to the State of California, recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records, with the Easterly line of the land described in the deed to Martin V. Smith and wife, recorded April 15, 1946 as Instrument No. 9238, in Book 747, Page 97, Official Records; thence along said Easterly line South 0° 38' 45" West, 122.00 feet; thence North 89° 23' 15" West, 13.50 feet to the True Point of Beginning; thence continuing

1st: North 89° 23' 15" West, 105.00 feet; thence at right angles

2nd: South 0° 36' 45" West, 200.00 feet; thence parallel with the hereinbefore described 1st course

3rd: South 89° 23' 15" East, 105.00 feet, more or less, to the intersection with a line which is parallel with the Easterly line of said land of Martin V. Smith and passes through said True Point of Beginning; thence along said last mentioned parallel line

4th: North 0° 38' 45" East, 200.00 feet to the True Point of Beginning.

ALSO EXCEPTING THEREFROM an undivided one-half of all oil, gas and other mineral substances in and under a portion of said land or that may be produced and saved therefrom as reserved by Dora Sanderson, Trustee in deed recorded July 27, 1945 as Instrument No. 9151, in Book 726, Page 63, Official Records.

PARCEL G:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Westerly line of the land described in the deed to Simon Cohn, recorded in Book 81, Page 160 of Deeds, distant along said Westerly line, South 0° 38' West, 200.00 feet from the intersection of said Westerly line with the Southwesterly line of the land described in the deed to the State of California, recorded April 25, 1948 as Instrument No. 7363, in Book 826, Page 229, Official Records; thence along said Westerly line

1st: North 0° 38' East, 113.88 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 308.00 feet and a radial line bears South 44° 19' 36" West; thence

2nd: Southeasterly along said curve through an angle of 3° 41' 23" an arc distance of 19.38 feet; thence tangent to said curve

3rd: South 49° 21' 47" East, 105.55 feet to the beginning of a tangent curve concave Southwesterly having a radius of 100.00 feet; thence

4th: Southeasterly along said curve through an angle of 23° 33' 28" an arc distance of 41.32 feet to a point on said Southwesterly line of the land conveyed to the State of California; thence

5th: Southeasterly along said Southwesterly line being a curve concave Southwesterly having a radius of 1392.00 feet, an arc distance of 2.7 feet, more or less, to the intersection with a line which extends South 89° 22' East, measured at right angles to the Westerly line of said land of Simon Cohn, from said Point of Beginning; thence along said right angle line

6th: North 89° 22' West, 121.00 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM all oils and minerals in and under said land as excepted in deed from Clarence A. Markel and Lucille B. Markel, recorded February 11, 1954 as Instrument No. 4118, in Book 1183, Page 46, Official Records.

PARCEL H:

That portion of Lot 15, Underpass Industrial Tract No. 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County and that portion of Subdivisions 9 and 10, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as a whole as follows:

Beginning at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence

1st: North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15; thence along said Northeasterly line

2nd: North 14° 25' 30" West, 184.12 feet; thence

3rd: North 88° 26' 00" West, to the Westerly line of said Lot 15; thence along said Westerly line

4th: North 0° 39' 00" East, to the Easterly terminus of the 18th course described in Parcel 6 in the Deed of Trust recorded on June 30, 1961 as Instrument No. 28094, in Book 2017, Page 464, Official Records; thence along said 18th course

5th: North 89° 37' 00" West, 203.73 feet to the Northwesterly line of the Southern Pacific Railroad Company right of way, 100 feet wide; thence along said Northwesterly line

6th: South 49° 56' 00" East, to the Point of Beginning.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting, or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of Twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of Twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

PARCEL I:

That portion of Lot 15, Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15; thence along said Northeasterly line, North 14° 25' 30" West, 184.12 feet to the True Point of Beginning; thence

1st: North 88° 26' 00" West, to the Westerly line of said Lot 15; thence along said Westerly line

2nd: North 0° 39' 00" East, to the Northwesterly corner of said Lot 15; thence along the boundary of said Lot 15 by the following three courses;

3rd: South 89° 10' 30" East, 197.86 feet to the beginning of a tangent curve concave Southwesterly having a radius of 15.00 feet; thence

4th: Southeasterly along said curve, through a central angle of 74° 45' North arc distance of 19.57 feet; thence tangent to said curve

5th: South 14° 25' 30" East, to the True Point of Beginning.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for

the purposes of processing, extracting or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of Twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of Twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

PARCEL J:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Plffs, vs. Rafael Gonzales, et al., Defts." described as follows:

Beginning at a point on the Easterly line of the land described in the deed to Carl C. Cole and wife, recorded July 15, 1931 in Book 383, Page 77, of Official Records, distant along said Easterly line South 0° 38' West, 200.00 feet from the intersection of said Easterly line with the Southwesterly line of that certain strip of land 58.00 feet in width, as described in the deed to the State of California, recorded April 28, 1948 as Instrument No. 7363, in Book 826, Page 229, Official Records; thence continuing along said Easterly line,

1st: South 0° 38' West, 449.43 feet, more or less, to the Northwesternly corner of the land described in the deed to George E. Heavens and wife, recorded October 16, 1946 as Instrument No. 25106, in Book 768, Page 41, Official Records; thence along the Northwesternly line thereof

2nd: North 67° 45' 30" East, 262.49 feet, to the Southwesterly line of the land described in the deed to the State of California, recorded February 11, 1948 as Instrument No. 2489, in Book 817, Page 457, Official Records; thence

3rd: Northwesternly, along said last mentioned Southwesterly line to and along the Southwesterly line of said certain 58 foot strip and/or to and along the Southwesterly line of the land described in the deed to the State of California, recorded March 15, 1955 as Instrument No. 9113, in Book 1273, Page 199, Official Records, to the intersection with a line which bears South 89° 22' East, measured at right angles to the Easterly line of said land of Carl C. Cole from said Point of Beginning; thence along said last mentioned land

4th: North 89° 22' West to the Point of Beginning.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land, without, however, the right of surface entry or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances.

Said land lies within land shown on Registered Engineer's Map filed in Book 7, Page 64 of Record of Survey.

PARCEL K:

All of the land lying within the exterior boundaries of Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at the intersection of the South line of the land conveyed to A.L. Hobson and W.A. Hobson by Deed recorded in Book 119, Page 91 of Deed, with the West line of the land conveyed to the State of California by deed recorded in Book 826, Page 55, Official Records; thence along said South line, North 89° 19' 15" West, 97.42 feet, more or less, to the most Southerly corner of Lot 14 of said Underpass Industrial Tract 1; thence along the Easterly line of said Lot 14, North 2° 05' 00" West, 197.92 feet to the beginning of a tangent curve concave to the West having a radius of 460 feet and a central angle of 12° 21' 45"; thence Northerly along said curve an arc distance of 99.25 feet to a ¾ inch iron pipe in the East line of Lot 13 of the Tract last referred to; thence along said East line of said Lot 13 and prolongation thereof, North 14° 26' 45" West, 154.64 feet, more or less, to a ¾ inch iron pipe set in the Southerly line of Lot 9 of said Underpass Industrial Tract 1; thence North 75° 33' 15" East, 3 feet to the Southeast corner of said Lot 9; thence along the East line of said Lot 9 and prolongation thereof, North 14° 26' 45" West, 175.24 feet to a ¾ inch iron pipe set at the Westerly terminus of that certain course in Parcel 2 of the land described in deed recorded in Book 826, Page 55 Official Records, recited therein as bearing South 75° 34' 30" West, 38 feet; thence North 75° 34' 30" East, 38.00 feet to a ¾ inch iron pipe at the Easterly terminus of said course; thence along the Easterly line of said Underpass Industrial Tract 1, South 14° 26' 45" East, 646.91 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM Lots 12 and 13 of said Underpass Industrial Tract 1.

ALSO EXCEPTING THEREFROM that portion of Lot 15, Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County, lying Northerly and Northwesterly of the following described line:

Beginning at a point on the Southwesterly line of said Lot 15, distant thereon North 49° 56' 00" West, 164.05 feet from the most Southerly corner of said Lot; thence,

1st: North 40° 04' 00" East, 117.05 feet to the Northeasterly line of said Lot 15.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or

use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting, or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

A portion of said land is shown on Registered Engineer's Map filed in Book 25, Page 19 of Records of Survey.

PARCEL L:

Part of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as per Partition Map filed in the Office of the County Clerk of said Ventura County, in that certain action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." and described as follows:

Beginning at a 2 inch iron pipe set in the 1st course, as described in deed to Carl C. Cole, recorded in Book 383, Page 77 Official Records, in the Office of the County Recorder of said County at the Southwest corner of that certain parcel of land, as conveyed to Lloyd M. Braden, et al., by deed recorded in Book 747, Page 279, Official Records; thence from said Point of Beginning

1st: North 0° 39' 30" East, 66.84 feet along the Westerly line of said lands of Lloyd M. Braden, et al., and along the first course of deed to Carl C. Cole, as above described to a point from which the Northwest corner of said lands of Lloyd M. Braden, et al., the same being the Southwest corner of that certain parcel of land, as conveyed to Simon Cohn, by deed recorded in Book 81, Page 160 of Deeds, bears North 0° 39' 30" East, 392.82 feet distant; thence

2nd: North 67° 47' East, 322.09 feet to a point in the Westerly line of the California State Highway right of way, 100.00 feet wide, as conveyed to the State of California, by deed recorded in Book 319, Page 86, of Official Records; thence along same,

3rd: South 14° 25' 30" East, 200.00 feet to the Southeast corner of said lands of Lloyd M. Braden, et al., as above described; thence,

4th: North 89° 10' West, 348.80 feet along the Southerly line of said lands of Lloyd M. Braden, et al., to the Point of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of California by deed recorded March 30, 1948 in Book 824, Page 198, Official Records.

PARCEL M:

That portion of Subdivision 9, Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, according to that certain Partition Map filed in the Office of the County Clerk of said Ventura County, in an action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts." described as follows:

Commencing at the intersection of the Easterly line of the land conveyed to Martin V. Smith by deed recorded April 15, 1946 as Instrument No. 9238, in Book 747, Page 97, Official Records, with the Southwesterly line of the land conveyed to the State of California by deed recorded April 14, 1948 as Instrument No. 6528, in Book 823, Page 494, Official Records; thence along the Easterly line South 0° 38' 45" West, 122.00 feet; thence North 89° 23' 15" West, 13.50 feet to the True Point of Beginning; thence from said True Point of Beginning,

1st: North 89° 23' 15" West, 105.12 feet; thence

2nd: South 0° 36' 45" West, 200.00 feet; thence

3rd: South 89° 23' 15" East, 105.00 feet to a line which is parallel with and distant Westerly 13.5 feet from the Easterly line of said land of Martin V. Smith; thence along said parallel line

4th: North 0° 38' 45" East, 200.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM one-half of all oil, gas and other mineral substances in and under said land or that may be produced and saved therefrom, as reserved by Dora Sanderson, Trustee, in deed recorded July 27, 1945 in Book 726, Page 63, Official Records.

PARCEL N:

Lots 12 and 13 of Underpass Industrial Tract 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 21, Page 78 of Maps, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM one-half (1/2) of all oil, gas, minerals and other hydrocarbon substances in and under said land, without the right to enter upon, possess or use any part of the surface of said land above a depth of 500 feet below the surface for the purposes of processing, extracting or exploring for oil, gas or other hydrocarbon substances or minerals in or under said land for a period of twenty (20) years from and after the date hereof and in the event that oil, gas or other hydrocarbon substances or mineral production or development is commenced within said period of twenty (20) years then for so long thereafter as said development or production is continued, as reserved by Lester R. Howard and Joanna Howard, in deed recorded September 29, 1961 as Instrument No. 42785, in Book 2053, Page 556, Official Records.

EXCEPTING THEREFROM the remaining one-half interest in all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 500 feet from the surface thereof, but with no right of surface entry, as provided in the deed recorded July 31, 1981 as File No. 81-72514, Official Records.

PARCEL O:

Parcel 1, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 31, Page 67 of Parcel Maps, in the Office of the County Recorder of said County.

PARCEL P:

That portion of Subdivision 9 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, as said Subdivision is designated and delineated on that certain Map filed in the Office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Pliffs, vs. Rafael Gonzales, et al., Defts." and more particularly described as follows:

Beginning at the most Southerly corner of that certain parcel of land described in Parcel "A" in deed recorded in Book 1931, Page 411, Official Records, said most Southerly corner being a point in the Northeasterly line of the right of way of the Southern Pacific Railroad Company, 100 feet wide, described in the deed recorded in the Office of the County Recorder of said County, in Book 54, Page 576 of Deeds; thence along said Northeasterly line,

1st: North 49° 56' 03" West, 33.41 feet; thence

2nd: North 23° 44' 57" East, 192.80 feet to a point in the Easterly boundary of the above- mentioned Parcel "A"; thence along said Easterly boundary

3rd: South 14° 44' 14" West, 204.72 feet to the Point of Beginning.

EXCEPTING THEREFROM all oil, gas, minerals and other hydrocarbon substances in and under said land lying below a depth of 500 feet from the surface thereof, but with no right of surface entry.

END OF LEGAL DESCRIPTION

Exhibit B

Description of Off-Site Improvements and Cost Allocation

[behind this page]

**CITY OF OXNARD
VILLAGE DEVELOPMENT
EXHIBIT B
OFF-SITE IMPROVEMENTS**

Description	Village	
	(%)	(\$)
<i>Water</i>		
18" Water Line (Wagon Wheel Loop Phase 1)	0%	\$ -
18" Water Line (Wagon Wheel Loop Phase 2)	0%	\$ -
18" Water Line (Wagon Wheel Loop Phase 3)	62%	\$ 1,336,224
18" Water Line (Wagon Wheel Loop Phase 4)	62%	\$ 1,085,682
Subtotal		\$ 2,421,906
<i>Gravity Sewer</i>		
10" Gravity Sewer (Wagon Wheel to new lift station)	100%	\$ 1,016,000
18" Gravity Sewer (existing to new lift stations)	55%	\$ 484,110
21" Gravity Sewer (new lift station inlet)	62%	\$ 63,240
Subtotal		\$ 1,563,350
<i>Sewer Force Main</i>		
16" Force Main (new lift station to Gonzales Rd)	62%	\$ 1,503,252
Subtotal		\$ 1,503,252
<i>New Lift Station</i>		
New Lift Station	49.5%	\$ 990,000
Subtotal		\$ 990,000
<i>Recycled Water</i>		
16" Recycled Water (Gonzales Rd to Wagon Wheel)	51%	\$ 1,691,976
Subtotal		\$ 1,691,976
Subtotal		\$ 8,170,484
Contingency (@20%)		\$ 1,634,097
Total		\$ 9,804,581

Exhibit C

Affordable Housing Bedroom and Rent Schedule

[behind this page]

EXHIBIT C - Affordable Housing Bedroom and Rent Schedule

Description of Replacement Housing Units

Extremely Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	12	16	8	5	41

Bedrooms	12	32	24	20	88
----------	----	----	----	----	----

Very Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	12	16	16	5	49

Bedrooms	12	32	48	20	112
----------	----	----	----	----	-----

Lower

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	2	4	3	4	13

Bedrooms	2	8	9	16	35
----------	---	---	---	----	----

Low

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	3	2	2	3	10

Bedrooms	3	4	6	12	25
----------	---	---	---	----	----

Moderate

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	5	0	1	0	6

Bedrooms	5	0	3	0	8
----------	---	---	---	---	---

Description of Units and Replacement Housing Units

Totals

Size	1 BR	2 BR	3 BR	4 BR	Total
Total	34	38	30	17	119
Bedrooms	34	76	90	68	268

Description of Units and Replacement Housing Units

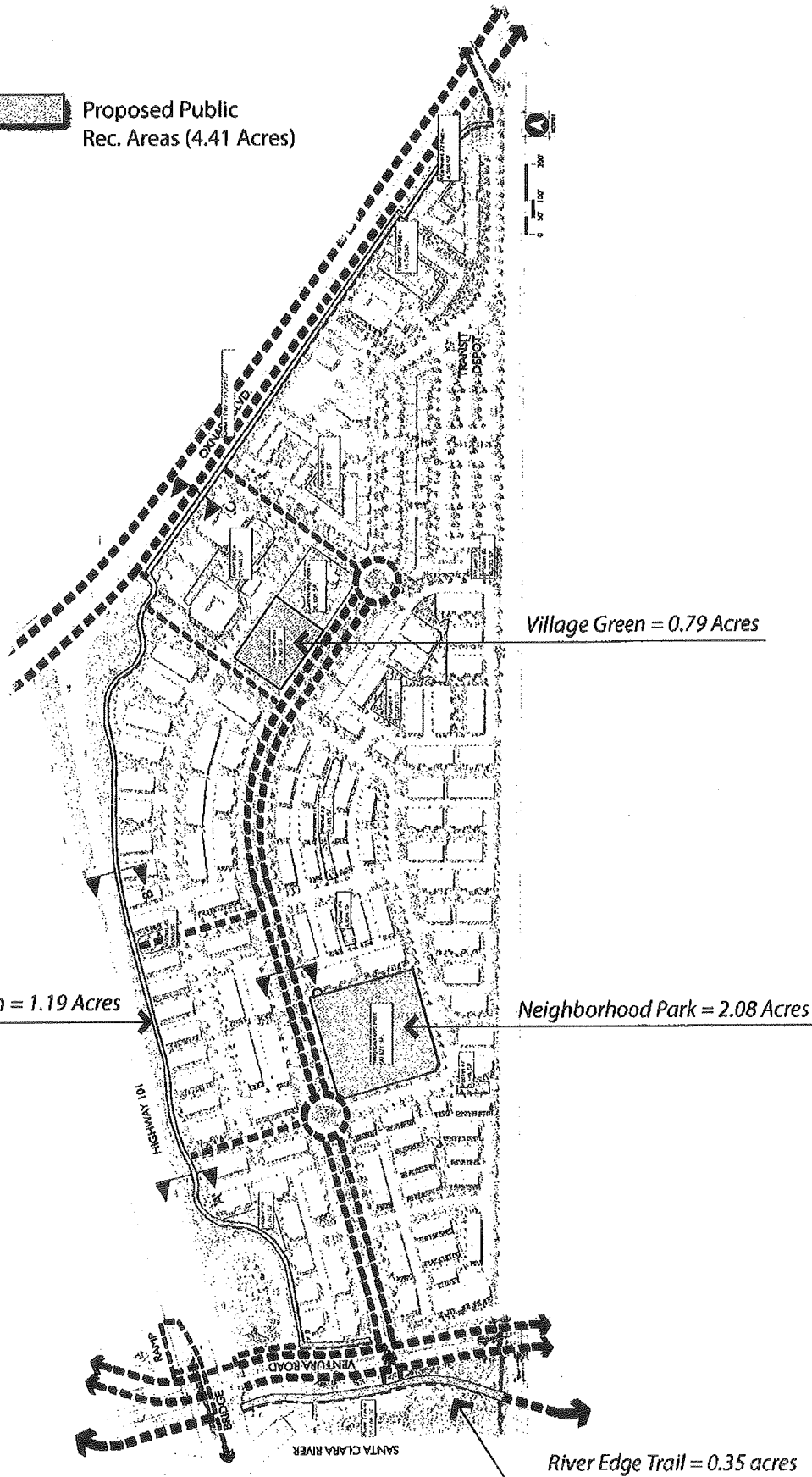
Exhibit D

Public Recreation Areas

[behind this page]

Exhibit "D" Public Recreation Areas

 Proposed Public Rec. Areas (4.41 Acres)



RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee.
Record for benefit of City of
Oxnard pursuant to Section 27383
of Government Code.

WHEN RECORDED MAIL TO:

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attn: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Agreement No. A-7122

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made in Ventura County, California as of _____, 2015, by and between the **CITY OF OXNARD**, a municipal corporation of the State of California ("City"); and **OXNARD CRFL PARTNERS, LLC**, a Delaware limited liability company, successor in interest to **OXNARD VILLAGE INVESTMENTS, LLC** ("Developer").

RECITALS

A. Developer is the owner of and is developing real property located in the City and more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Developer's Property"). City and Developer's predecessor in interest entered into a Development Agreement dated as of January 27, 2009, and recorded on March 10, 2009 as Instrument No. 20090310-00037202-0 in the Ventura County Recorder's Office (the "Original Agreement"). Exhibit A attached hereto includes a small area that was inadvertently left out of the Original Agreement. This area is described in Exhibit A-1, which is attached hereto and incorporated herein by this reference.

B. Developer has taken certain actions to develop Developer's Property, but significant additional work will be needed in order to complete the Project.

C. City desires that Developer undertake additional measures that will benefit the public generally. In particular, as further described below, Developer agrees to provide additional protection from storm waters and flooding over and above that required by current entitlements. In particular, City, per a letter dated October 6, 2014 to the Ventura County Watershed Protection District (the "District"), desires to proceed in conjunction with the District to construct Alternative I-C for Reach 1-3 and Alternative II-D for Reach 4 as described in the RBF Study dated March 2014 in order to maintain the Project area and surrounding areas outside of the 1% chance (100-year) storm event.

D. So as to assure such additional protection from storm waters and flooding and the other public benefits described in Recital "F" of the Original Agreement and to improve the coordination among the various entitlements, City and Developer have agreed to the other adjustments to the Original Agreement.

E. City and Developer agree that because of severe economic downturns that have occurred over the past five years, there have been changes to the market requiring adjustments to the Original Agreement due to factors that are not the fault of, and are beyond the control of, Developer and City.

F. Developer is seeking to amend the Original Agreement to extend certain dates in the Development Agreement as set forth below.

G. The Effective Date of this Amendment is specified in Section 6(j), below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Developer agree as follows:

Section 1. Developer Participation in Storm Water and Flood Protection.

Developer shall proceed with design and construction of the flood protection improvements, which may include floodwalls, flood improvements and flood protection facilities and storm water quality best management practices devices, along the Ventura Road frontage of the Project identified as Alternative I-C in the RBF Study dated March 2014 (the "Flood Protection Improvements"), in conjunction with the County of Ventura Watershed Protection District (the "District"), to provide protection from flooding by the Santa Clara River. See, Exhibit B, which is attached hereto and incorporated herein by this reference. Developer agrees, as part of this Amendment, to help fund or construct the Flood Protection Improvements. The Flood Protection Improvements, when constructed and accepted, shall be public improvements maintained and operated through the creation of a Financing District (as that term is defined in Paragraph 1.14 of the Original Agreement) in accordance with Paragraph 7(g) of the Original Agreement and applicable conditions of approval for Tract No. 5745. Developer's obligation in this respect is expressly conditioned upon being able to move forward with the construction of marketable residential units during the design and construction of the the Flood Protection Improvements. Therefore, City expressly commits to issue building permits during the design of the Flood Protection Improvements, FEMA review of any Developer submitted Conditional

Letter of Map Revision and construction of the Flood Protection Improvements. Developer shall complete construction of the Flood Protection Improvements prior to the earlier of: (i) issuance of the certificate of occupancy for the 544th residential unit within the boundary of Tract No. 5745; or (ii) District's completion of Reach 4 flood protection improvements.

During construction of all residential units, Developer shall take all required actions necessary to protect the units from flooding in accordance with the then-current FEMA map for the Project. As a condition of approval of this Amendment, Developer agrees to indemnify, defend and hold harmless at Developer's expense, City, the City Council, and City's agents, officers and employees from and against any claim, action or proceeding relating to damage from flooding alleged to have been caused by any action or inaction by City in its regulatory capacity. Such indemnity and defense obligation shall be governed by Paragraph 25(m) of the Original Agreement.

Section 2. Delivery of Certain Public Improvements.

City shall not require delivery of the MUP Bridge, the Orchard Traffic Signal, or the Oxnard Boulevard Sidewalk (from Vineyard Avenue to Orchard Place) completion prior to the final inspection for the 540th residential unit in the Project.

Section 3. Extension.

The Term specified in Paragraph 2 of the Original Agreement shall be and hereby is extended to that date twenty (20) years from the Effective Date of this Amendment.

Section 4. Additional Revisions.

The parties hereto agree to the additional revisions to the Original Agreement set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

Section 5. Compliance.

Developer's work to date is deemed to comply with the Original Agreement and related land use enactments.

Section 6. Standard Provisions.

- (a) Entire Agreement. Except for the Original Agreement, which this First Amendment to Development Agreement amends, this Amendment represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the matters contained in this Amendment.
- (b) Priority of Documents. In any case of conflict, this Amendment shall control over the Original Agreement and over the exhibits to this Amendment. The exhibits to this Amendment shall control over the Original Agreement. Paragraph 3 of the Original Agreement is restated as of the Effective Date of this Amendment.

- (c) Section Headings. The section headings contained in this Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- (d) Counterparts. This Amendment and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.
- (e) No Reliance on Other Parties. All parties to this Amendment declare that, prior to the execution of this Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Amendment and making the decision to execute it. The parties hereto each represent and acknowledge that in executing this Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Amendment.
- (f) Construction. The provisions of this Amendment shall be liberally construed to effect its purpose. The language of this Amendment shall be construed according to its plain meaning and shall not be construed for or against any party hereto, as each party hereto has participated in the drafting of this Amendment and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural and vice versa.
- (g) Successors and Assigns. This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- (h) Governing Law. The validity and interpretation of this Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.
- (i) Authority. Each party hereto certifies and warrants that all individuals executing this Amendment and other related documents on its behalf have the capacity and have been duly authorized to do so. Each party hereto shall also indemnify the other party to this Amendment and hold it harmless from all damages, costs, attorneys' fees, and other expenses, if a signatory is not so authorized.
- (j) Effective Date. After this Amendment has been signed by authorized representatives of each of the parties hereto, this Amendment shall become effective on the date on which the ordinance approving this Amendment becomes effective under Government Code section 36937.
- (k) Definitions. All terms not specifically defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

- (l) Unintended Results/Good Faith. The parties hereto agree that should any provision of this Amendment or the Original Agreement result in a situation that was not within the contemplation of the parties hereto and imposes a substantial burden on either or both of them, the parties hereto shall negotiate in good faith to modify the Original Agreement or this Amendment to meet the reasonable expectations of the parties hereto.
- (m) Recording. City shall cause this Amendment to be recorded in the Official Records of the County within ten (10) days after the mutual execution of this Amendment, but failure to so record shall not alter the rights of the parties hereto.
- (n) Indemnity. In the event any legal action instituted by a third party or other government entity or official challenging the validity of this Amendment, City and Developer agree to cooperate in defending such action, with Developer to indemnify City pursuant to Paragraph 25(m) of the Original Agreement.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Amendment have each executed this Amendment as of the date first written above.

CITY: CITY OF OXNARD, a public body,
corporate and politic

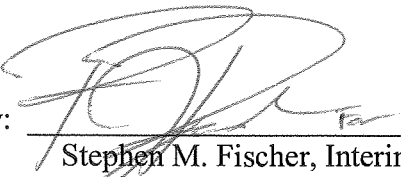
Date: _____

By: _____
Tim Flynn, Mayor

ATTEST:

By: _____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By:  _____
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN
Redevelopment Special Counsel

By: _____

DEVELOPER:

OXNARD CRFL PARTNERS, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: Carl Renezeder

Title: Authorized Signatory

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

DEVELOPER'S PROPERTY

[behind this page]

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN 139-0-022-040)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, DISTANT ALONG SAID CERTAIN COURSE SOUTH 66° 34' 30" EAST 195.91 FEET FROM THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO WESTERN TRAILER PARK, INC., RECORDED JUNE 10 1954 AS INSTRUMENT NO. 16613, IN BOOK 1208, PAGE 17, OFFICIAL RECORDS; THENCE PARALLEL WITH SAID EASTERLY LINE,

1ST: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

2ND: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

3RD: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

4TH: NORTH 89° 23' 15" WEST, 103.01 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID LAND OF WESTERN TRAILER PARK, INC., DISTANT ALONG SAID EASTERLY LINE, SOUTH 0° 30' WEST, 239.75 FEET FROM SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID EASTERLY LINE,

5TH: SOUTH 0° 30' WEST, 238.67 FEET; THENCE

6TH: SOUTH 89° 23' 15" EAST, 336.33 FEET; THENCE

7TH: NORTH 0° 36' 45" EAST, 39.52 FEET; THENCE

8TH: NORTH 89° 23' 15" WEST, 50.00 FEET; THENCE

9TH: NORTH 0° 36' 45" EAST, 50.00 FEET; THENCE

10TH: SOUTH 89° 23' 15" EAST, 50.00 FEET; THENCE

11TH: NORTH 0° 36' 45" EAST, 230.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE

12TH: NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 67° 11' 15" AN ARC DISTANCE OF 29.32 FEET TO THE POINT OF TANGENCY WITH SAID CERTAIN COURSE RECITED AS "SOUTH 66° 34' 30" EAST, 573.33 FEET"; THENCE ALONG SAID CERTAIN COURSE,

13TH: NORTH 66° 34' 30" WEST, 153.37 FEET TO THE POINT OF BEGINNING.

PARCEL B: INTENTIONALLY DELETED

PARCEL C: (APN 139-0-022-165)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140 FEET FROM THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE

3RD: EASTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 32.00 FEET, MORE OR LESS, TO THE EASTERLY TERMINUS OF SAID CURVE; THENCE TANGENT TO SAID CURVE

4TH: SOUTH 66° 34' 30" EAST, 130.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND EASTERLY 210.00, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

5TH: SOUTH 0° 30' WEST, 688.16 FEET; THENCE AT RIGHT ANGLES,
6TH: NORTH 89° 30' WEST, 210.00 FEET TO THE WESTERLY LINE OF SAID
LAND OF MARTIN V. SMITH; THENCE ALONG SAID WESTERLY LINE,
7TH: NORTH 0° 30' EAST, 637.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER
MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY
BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON,
TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK
726, PAGE 63, OFFICIAL RECORDS.

PARCEL D: (APN 139-0-022-015)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA
COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF
CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE
OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION
ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL.,
DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN
THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS
INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, DISTANT
ALONG SAID WESTERLY LINE, SOUTH 0° 30' WEST, 140.00 FEET FROM THE
SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE
STATE OF CALIFORNIA, RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN
BOOK 823, PAGE 494, OFFICIAL RECORDS; THENCE AT RIGHT ANGLES,

1ST: SOUTH 89° 30' EAST, 60.00 FEET; THENCE PARALLEL WITH SAID
WESTERLY LINE,

2ND: NORTH 0° 30' EAST, 110.00 FEET, MORE OR LESS, TO THE SOUTHERLY
LINE OF THE LAND IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED
JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL
RECORDS, BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 200.00
FEET, A CENTRAL ANGLE OF 26° 07' 21" AND A RADIAL LINE AT THE BEGINNING
OF SAID CURVE IN SAID WESTERLY LINE BEARS NORTH 2° 41' 51" WEST; THENCE,

3RD: WESTERLY AND SOUTHWESTERLY, ALONG SAID CURVE, AN ARC
DISTANCE OF 59.19 FEET TO THE WESTERLY LINE OF SAID LAND OF MARTIN V.
SMITH; THENCE ALONG SAID WESTERLY LINE,

4TH: SOUTH 0° 30' WEST, 115.00 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

PARCEL E: (APN 139-0-022-030)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH AND DISTANT EASTERLY 210.00 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO MARTIN V. SMITH AND WIFE, RECORDED APRIL 29, 1946 AS INSTRUMENT NO. 10429, IN BOOK 745, PAGE 450, OFFICIAL RECORDS, WITH THAT CERTAIN COURSE, RECITED AS "SOUTH 66° 34' 30" EAST 573.33 FEET", IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 27, 1955 AS INSTRUMENT NO. 2961, IN BOOK 1260, PAGE 453, OFFICIAL RECORDS, THENCE ALONG SAID CERTAIN COURSE,

1ST: SOUTH 66° 34' 30" EAST, 195.91 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LAND OF MARTIN V. SMITH,

2ND: SOUTH 0° 30' WEST, 81.41 FEET; THENCE

3RD: SOUTH 84° 06' 30" WEST, 68.21 FEET; THENCE

4TH: SOUTH 7° 52' 15" WEST, 75.25 FEET; THENCE

5TH: NORTH 89° 23' 15" WEST, 103.01 FEET, TO SAID 1ST MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE,

6TH: NORTH 0° 30' EAST, 234.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL F: INTENTIONALLY DELETED

PARCEL G: (APN 139-0-170-015)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SIMON COHN, RECORDED IN BOOK 81, PAGE 160 OF DEEDS, DISTANT ALONG SAID WESTERLY LINE, SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHWESTERLY LINE

OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA,
RECORDED APRIL 25, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229,
OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE

1ST: NORTH 0° 38' EAST, 113.88 FEET TO THE BEGINNING OF A NON-
TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 308.00 FEET
AND A RADIAL LINE BEARS SOUTH 44° 19' 36" WEST; THENCE

2ND: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 3°
41' 23" AN ARC DISTANCE OF 19.38 FEET; THENCE TANGENT TO SAID CURVE

3RD: SOUTH 49° 21' 47" EAST, 105.55 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET;
THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 23°
33' 28" AN ARC DISTANCE OF 41.32 FEET TO A POINT ON SAID SOUTHWESTERLY
LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA; THENCE

5TH: SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE BEING A
CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1392.00 FEET, AN ARC
DISTANCE OF 2.7 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE
WHICH EXTENDS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE
WESTERLY LINE OF SAID LAND OF SIMON COHN, FROM SAID POINT OF
BEGINNING; THENCE ALONG SAID RIGHT ANGLE LINE

6TH: NORTH 89° 22' WEST, 121.00 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS
EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL,
RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46,
OFFICIAL RECORDS.

PARCEL H: (APN PTN. 139-0-161-035)

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT NO. 1, IN THE CITY OF
OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED
IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY AND THAT PORTION OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO
DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF
VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION
MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT
CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL
GONZALES, ET AL., DEFTS." DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID NORTHEASTERLY LINE

2ND: NORTH 14° 25' 30" WEST, 184.12 FEET; THENCE

3RD: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

4TH: NORTH 0° 39' 00" EAST, TO THE EASTERLY TERMINUS OF THE 18TH COURSE DESCRIBED IN PARCEL 6 IN THE DEED OF TRUST RECORDED ON JUNE 30, 1961 AS INSTRUMENT NO. 28094, IN BOOK 2017, PAGE 464, OFFICIAL RECORDS; THENCE ALONG SAID 18TH COURSE

5TH: NORTH 89° 37' 00" WEST, 203.73 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, 100 FEET WIDE; THENCE ALONG SAID NORTHWESTERLY LINE

6TH: SOUTH 49° 56' 00" EAST, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

PARCEL I: (APN PTN. 139-0-161-035)

THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15; THENCE ALONG SAID

NORTHEASTERLY LINE, NORTH 14° 25' 30" WEST, 184.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE

1ST: NORTH 88° 26' 00" WEST, TO THE WESTERLY LINE OF SAID LOT 15; THENCE ALONG SAID WESTERLY LINE

2ND: NORTH 0° 39' 00" EAST, TO THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE ALONG THE BOUNDARY OF SAID LOT 15 BY THE FOLLOWING THREE COURSES;

3RD: SOUTH 89° 10' 30" EAST, 197.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE

4TH: SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74° 45' NORTH ARC DISTANCE OF 19.57 FEET; THENCE TANGENT TO SAID CURVE

5TH: SOUTH 14° 25' 30" EAST, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR

THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

PARCEL J: (APN 139-0-170-025)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO CARL C. COLE AND WIFE, RECORDED JULY 15, 1931 IN BOOK 383, PAGE 77, OF OFFICIAL RECORDS, DISTANT ALONG SAID EASTERLY LINE SOUTH 0° 38' WEST, 200.00 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE WITH

THE SOUTHWESTERLY LINE OF THAT CERTAIN STRIP OF LAND 58.00 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED APRIL 28, 1948 AS INSTRUMENT NO. 7363, IN BOOK 826, PAGE 229, OFFICIAL RECORDS; THENCE CONTINUING ALONG SAID EASTERLY LINE,

1ST: SOUTH 0° 38' WEST, 449.43 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO GEORGE E. HEAVENS AND WIFE, RECORDED OCTOBER 16, 1946 AS INSTRUMENT NO. 25106, IN BOOK 768, PAGE 41, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE THEREOF

2ND: NORTH 67° 45' 30" EAST, 262.49 FEET, TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 11, 1948 AS INSTRUMENT NO. 2489, IN BOOK 817, PAGE 457, OFFICIAL RECORDS; THENCE

3RD: NORTHWESTERLY, ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO AND ALONG THE SOUTHWESTERLY LINE OF SAID CERTAIN 58 FOOT STRIP AND/OR TO AND ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 15, 1955 AS INSTRUMENT NO. 9113, IN BOOK 1273, PAGE 199, OFFICIAL RECORDS, TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 89° 22' EAST, MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LAND OF CARL C. COLE FROM SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED LAND

4TH: NORTH 89° 22' WEST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OILS AND MINERALS IN AND UNDER SAID LAND AS EXCEPTED IN DEED FROM CLARENCE A. MARKEL AND LUCILLE B. MARKEL, RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118, IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.

SAID LAND LIES WITHIN LAND SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 7, PAGE 64 OF RECORD OF SURVEY.

PARCEL K: APN 139-0-161-025; APN 139-0-162-040, 085; APN 139-0-170-045, 055, 095; AND PTN. 139-0-161-035

ALL OF THE LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE LAND CONVEYED TO A.L. HOBSON AND W.A. HOBSON BY DEED RECORDED IN BOOK

119, PAGE 91 OF DEED, WITH THE WEST LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK 826, PAGE 55, OFFICIAL RECORDS; THENCE ALONG SAID SOUTH LINE, NORTH 89° 19' 15" WEST, 97.42 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF LOT 14 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE ALONG THE EASTERLY LINE OF SAID LOT 14, NORTH 2° 05' 00" WEST, 197.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 460 FEET AND A CENTRAL ANGLE OF 12° 21' 45"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 99.25 FEET TO A ¾ INCH IRON PIPE IN THE EAST LINE OF LOT 13 OF THE TRACT LAST REFERRED TO; THENCE ALONG SAID EAST LINE OF SAID LOT 13 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 154.64 FEET, MORE OR LESS, TO A ¾ INCH IRON PIPE SET IN THE SOUTHERLY LINE OF LOT 9 OF SAID UNDERPASS INDUSTRIAL TRACT 1; THENCE NORTH 75° 33' 15" EAST, 3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9 AND PROLONGATION THEREOF, NORTH 14° 26' 45" WEST, 175.24 FEET TO A ¾ INCH IRON PIPE SET AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 2 OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 826, PAGE 55 OFFICIAL RECORDS, RECITED THEREIN AS BEARING SOUTH 75° 34' 30" WEST, 38 FEET; THENCE NORTH 75° 34' 30" EAST, 38.00 FEET TO A ¾ INCH IRON PIPE AT THE EASTERLY TERMINUS OF SAID COURSE; THENCE ALONG THE EASTERLY LINE OF SAID UNDERPASS INDUSTRIAL TRACT 1, SOUTH 14° 26' 45" EAST, 646.91 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM LOTS 12 AND 13 OF SAID UNDERPASS INDUSTRIAL TRACT 1.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 15, UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15, DISTANT THEREON NORTH 49° 56' 00" WEST, 164.05 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE,

1ST: NORTH 40° 04' 00" EAST, 117.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 15.

EXCEPT THEREFROM ANY PORTION OF SAID LAND LYING WITHIN LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO. 20120716-00123879 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING, OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

A PORTION OF SAID LAND IS SHOWN ON REGISTERED ENGINEER'S MAP FILED IN BOOK 25, PAGE 19 OF RECORDS OF SURVEY.

PARCEL L: (APN 139-0-170-030)

PART OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 2 INCH IRON PIPE SET IN THE 1ST COURSE, AS DESCRIBED IN DEED TO CARL C. COLE, RECORDED IN BOOK 383, PAGE 77 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO LLOYD M. BRADEN, ET AL., BY DEED RECORDED IN BOOK 747, PAGE 279, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING

1ST: NORTH 0° 39' 30" EAST, 66.84 FEET ALONG THE WESTERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AND ALONG THE FIRST COURSE OF DEED TO CARL C. COLE, AS ABOVE DESCRIBED TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., THE SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND, AS CONVEYED TO SIMON COHN, BY DEED RECORDED IN BOOK 81, PAGE 160 OF DEEDS, BEARS NORTH 0° 39' 30" EAST, 392.82 FEET DISTANT; THENCE

2ND: NORTH 67° 47' EAST, 322.09 FEET TO A POINT IN THE WESTERLY LINE OF THE CALIFORNIA STATE HIGHWAY RIGHT OF WAY, 100.00 FEET WIDE, AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED IN BOOK 319, PAGE 186, OF OFFICIAL RECORDS; THENCE ALONG SAME,

3RD: SOUTH 14° 25' 30" EAST, 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS OF LLOYD M. BRADEN, ET AL., AS ABOVE DESCRIBED; THENCE,

4TH: NORTH 89° 10' WEST, 348.80 FEET ALONG THE SOUTHERLY LINE OF SAID LANDS OF LLOYD M. BRADEN, ET AL., TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 30, 1948 IN BOOK 824, PAGE 198, OFFICIAL RECORDS.

PARCEL M: (APN 139-0-022-060)

THAT PORTION OF SUBDIVISION 9, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID VENTURA COUNTY, IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL., DEFTS." DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF THE LAND CONVEYED TO MARTIN V. SMITH BY DEED RECORDED APRIL 15, 1946 AS INSTRUMENT NO. 9238, IN BOOK 747, PAGE 97, OFFICIAL RECORDS, WITH THE SOUTHWESTERLY LINE OF THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 14, 1948 AS INSTRUMENT NO. 6528, IN BOOK 893, PAGE 494, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE SOUTH 0° 38' 45" WEST, 122.00 FEET; THENCE NORTH 89° 23' 15" WEST, 13.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING,

1ST: NORTH 89° 23' 15" WEST, 105.12 FEET; THENCE

2ND: SOUTH 0° 36' 45" WEST, 200.00 FEET; THENCE

3RD: SOUTH 89° 23' 15" EAST, 105.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT WESTERLY 13.5 FEET FROM THE EASTERLY LINE OF SAID LAND OF MARTIN V. SMITH; THENCE ALONG SAID PARALLEL LINE

4TH: NORTH 0° 38' 45" EAST, 200.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM, AS RESERVED BY DORA SANDERSON, TRUSTEE, IN DEED RECORDED JULY 27, 1945 IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

PARCEL N: (APN 139-0-162-075)

LOTS 12 AND 13 OF UNDERPASS INDUSTRIAL TRACT 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ONE-HALF (1/2) OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT THE RIGHT TO ENTER UPON, POSSESS OR USE ANY PART OF THE SURFACE OF SAID

LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE FOR THE PURPOSES OF PROCESSING, EXTRACTING OR EXPLORING FOR OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERALS IN OR UNDER SAID LAND FOR A PERIOD OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND IN THE EVENT THAT OIL, GAS OR OTHER HYDROCARBON SUBSTANCES OR MINERAL PRODUCTION OR DEVELOPMENT IS COMMENCED WITHIN SAID PERIOD OF TWENTY (20) YEARS THEN FOR SO LONG THEREAFTER AS SAID DEVELOPMENT OR PRODUCTION IS CONTINUED, AS RESERVED BY LESTER R. HOWARD AND JOANNA HOWARD, IN DEED RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785, IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

EXCEPTING THEREFROM THE REMAINING ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED JULY 31, 1981 AS FILE NO. 81-72514, OFFICIAL RECORDS.

PARCEL O: (APN 139-0-150-110)

PARCEL 1, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGE 67 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL P: (APN 139-0-150-135)

THAT PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, AS SAID SUBDIVISION IS DESIGNATED AND DELINEATED ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS." AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL "A" IN DEED RECORDED IN BOOK 1931, PAGE 411, OFFICIAL RECORDS, SAID MOST SOUTHERLY CORNER BEING A POINT IN THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 100 FEET WIDE, DESCRIBED IN THE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, IN BOOK 54, PAGE 576 OF DEEDS; THENCE ALONG SAID NORTHEASTERLY LINE,

1ST: NORTH 49° 56' 03" WEST, 33.41 FEET; THENCE

2ND: NORTH 23° 44' 57" EAST, 192.80 FEET TO A POINT IN THE EASTERLY BOUNDARY OF THE ABOVE-MENTIONED PARCEL "A"; THENCE ALONG SAID EASTERLY BOUNDARY

3RD: SOUTH 14° 44' 14" WEST, 204.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON, TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK 726, PAGE 63, OFFICIAL RECORDS.

PARCEL Q: (APN 139-0-022-245)

A PORTION OF SUBDIVISION 9 OF THE RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A PARTITION MAP OF SAID RANCHO FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN AN ACTION ENTITLED 'THOMAS A. SCOTT, ET AL, PLFFS, VS. RAFAEL GONZALES, ET AL., DEFTS.', DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS PER MAP RECORDED IN BOOK 21, PAGE 78 OF MAPS, DISTANT SOUTH 0° 39' WEST 119.50 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT 166; THENCE,

1ST: SOUTH 89°10'30" EAST 30 FEET; THENCE,

2ND; SOUTH 0°39' WEST 30 FEET; THENCE,

3RD: NORTH 89°10' 30" WEST 30 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID LOT 16; THENCE,

4TH: NORTH 0°39' EAST 30 FEET TO THE POINT OF BEGINNING.

PARCEL R: (139-0-022-200, 139-0-022-215, 139-0-022-265, AS TO LOT 1; 139-0-022-235, 139-0-022-255, AS TO LOT 2; AND 139-0-022-140, 139-0-022-175, 139-0-022-185, 139-0-022-190, 139-0-022-225, 139-0-022-275, AS TO LOT 3)

THOSE PORTIONS OF SUBDIVISIONS 9 AND 10, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL, DEFTS.," TOGETHER WITH A PORTION OF LOT 16 OF UNDERPASS INDUSTRIAL TRACT NO. 1, AS SHOWN ON THE MAP FILED IN BOOK 21, PAGES 78 AND 79 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH A PORTION OF UNDERPASS STREET AS ABANDONED AS DESCRIBED AS PARCEL 1 IN THE RESOLUTION DOCUMENT RECORDED MAY 13, 1957 IN BOOK 1512, PAGE 384 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER DESCRIBED IN WHOLE AS FOLLOWS:

LOTS 1, 2 AND 3 AS DESCRIBED ON THAT CERTAIN "CERTIFICATE OF APPROVAL
FOR LOT LINE ADJUSTMENT" RECORDED JULY 16, 2012 AS INSTRUMENT NO.
20120716-00123879 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER
MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND OR THAT MAY
BE PRODUCED AND SAVED THEREFROM AS RESERVED BY DORA SANDERSON,
TRUSTEE IN DEED RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151, IN BOOK
726, PAGE 63, OFFICIAL RECORDS

EXHIBIT A-1

ADDITION TO DEVELOPER'S PROPERTY

[behind this page]

Parcel Q: A portion of Subdivision 9 of the Rancho El Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on a Partition Map of said Rancho filed in the office of the County Clerk of said County in an action entitled "Thomas A. Scott, et al., Plffs. vs. Rafael Gonzales, et al., Defts.", described as follows:

Beginning at a point on the West line of Lot 16 of Underpass Industrial Tract No. 1, as per Map recorded in Book 21, Page 78 of Maps, distant South $0^{\circ} 39'$ West 119.50 feet from the most Northwesterly corner of said Lot 166; thence,

1st: South $89^{\circ} 10' 30''$ East 30 feet; thence,

2nd: South $0^{\circ} 39'$ West 30 feet; thence,

3rd: North $89^{\circ} 10' 30''$ West 30 feet to an angle point on the boundary of said Lot 16; thence,

4th: North $0^{\circ} 39'$ East 30 feet to the point of beginning.

ATTACHMENT # 6
PAGE 25 OF 76

EASEMENT INFORMATION

ITEM NUMBERS SHOWN HEREON CORRESPOND TO RIBBON NATIONAL TITLE COMPANY PRELIMINARY TITLE REPORT NO. 886-2300372-RN1, DATED MARCH 30, 2012. NO RESPONSIBILITY FOR COMPLETENESS, ACCURACY OR CONTENT OF SAID REPORT IS ASSUMED BY THIS MAP.

- 16 AN EASEMENT FOR ROAD PURPOSES IN FAVOR OF HELIX SERVICES RECORDED MAY 3, 1953, IN BOOK 1132, PAGE 44, OFFICIAL RECORDS.
- 17 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JUNE 23, 1953, IN BOOK 1141, PAGE 74, OFFICIAL RECORDS.
- 18 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JULY 1, 1953, IN BOOK 1142, PAGE 292, OFFICIAL RECORDS.
- 19 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED AUGUST 6, 1952, IN BOOK 1148, PAGE 413, OFFICIAL RECORDS.
- 20 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED APRIL 27, 1952, IN BOOK 1204, PAGE 31, OFFICIAL RECORDS.
- 21 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JUNE 14, 1956, IN BOOK 1204, PAGE 427, OFFICIAL RECORDS.
- 22 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 24, 1957, IN BOOK 1204, PAGE 427, OFFICIAL RECORDS.
- 23 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 24 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 25 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 26 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 27 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 28 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 29 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 30 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 31 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 32 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.
- 33 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDED JANUARY 22, 1959, IN BOOK 1204, PAGE 543, OFFICIAL RECORDS.

EXISTING LOT	EXISTING AREAS	PROPOSED LOTS
PARCEL B	22,832 ACRES (22,832,000 SQ. FT.)	LOT 1 22,832 ACRES (22,832,000 SQ. FT.)
PARCEL F	22,832 ACRES (22,832,000 SQ. FT.)	LOT 2 22,832 ACRES (22,832,000 SQ. FT.)
PARCEL K	22,832 ACRES (22,832,000 SQ. FT.)	LOT 3 22,832 ACRES (22,832,000 SQ. FT.)
TOTAL AREA	31,000 ACRES (31,000,000 SQ. FT.)	TOTAL AREA 31,000 ACRES (31,000,000 SQ. FT.)

- NOTES
1. THE PROPERTY DESCRIBED AND SHOWN HEREON CONTAINS 31,000 ACRES, MORE OR LESS.
 2. THE PROPERTY IS ZONED: THE VILLAGE SPECIFIC PLAN - MIXED USE (FOR THE PLANNING DEPARTMENT OF THE CITY OF ONWARD).
 3. BUILDING SETBACK DATA, REFER TO THE "THE VILLAGE SPECIFIC PLAN" DATED 01/11/2012, AND THE "THE VILLAGE SPECIFIC PLAN" DATED 01/11/2012, FOR OTHER BUILDING RESTRICTIONS. REFER TO CHAPTER 3.0 OF THE SPECIFIC PLAN.

PREPARED UNDER THE SUPERVISION OF:



JASON R. PAYNE, L.S. 7090
EXPIRATION DATE: DECEMBER 31, 2012

HUITE-ZOLIARS

2020 Main Street, Suite 200, Yuba, CA 95904, (916) 985-0905

SITE PLAN

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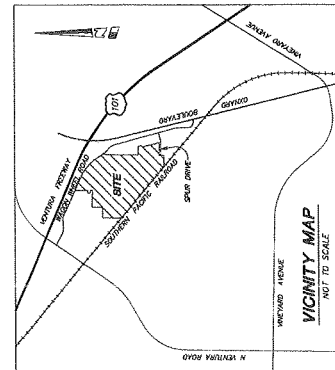
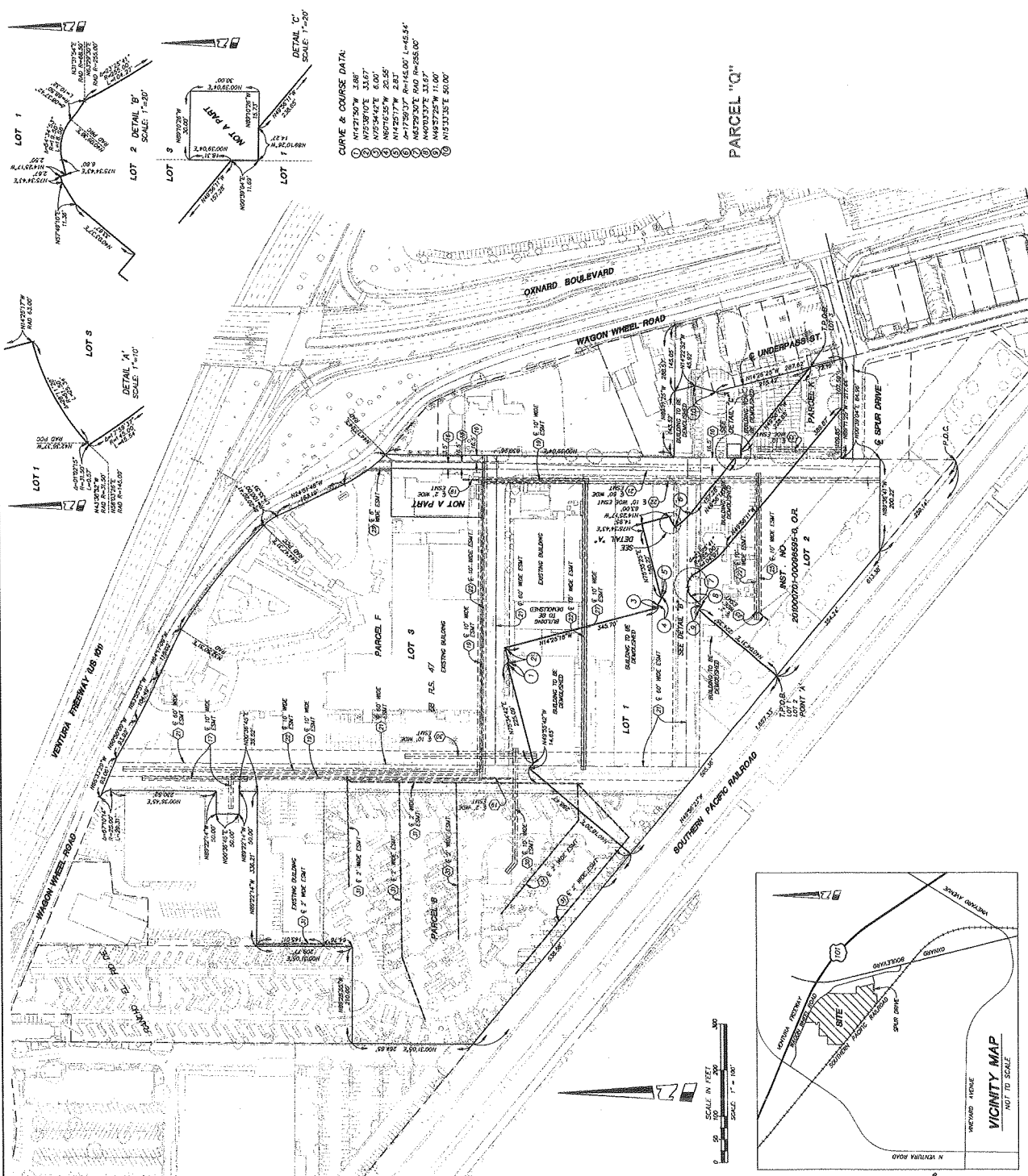
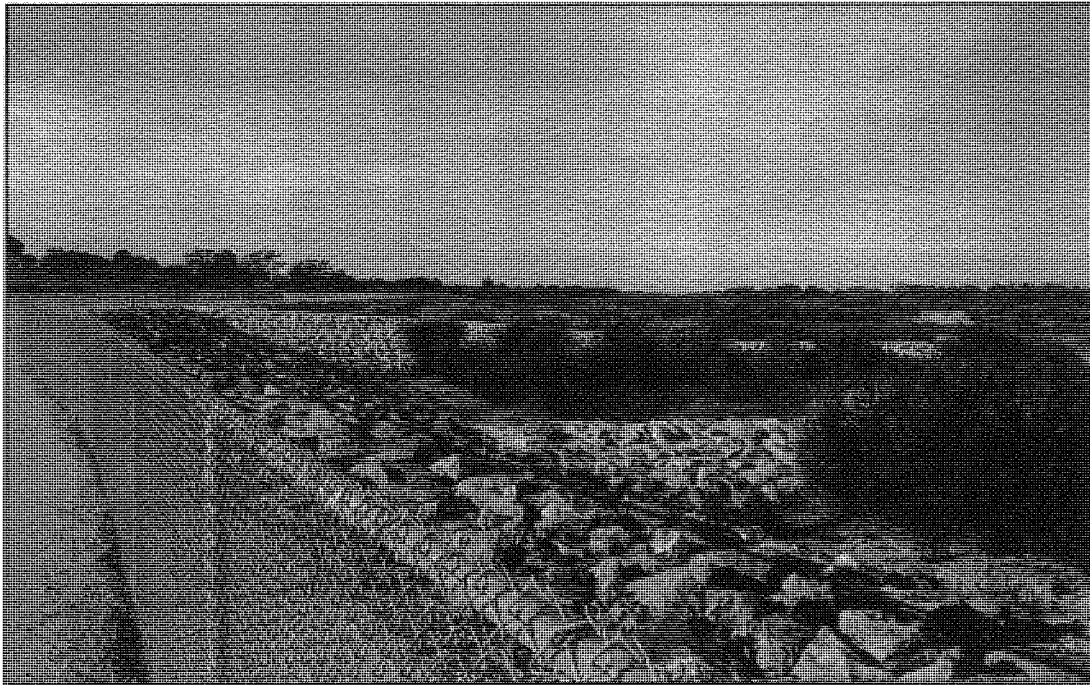


EXHIBIT B

RBF STUDY

[behind this page]



SANTA CLARA RIVER LEVEE SYSTEM (SCR-3): ALTERNATIVES ANALYSIS

*Summary Memorandum
March 2014*

Prepared for:

Ventura County Watershed Protection District
800 South Victoria Avenue
Ventura, CA 93009-1300

Prepared by:

RBF Consulting
A Company of Michael Baker International
14725 Alton Parkway
Irvine, CA 92618
JN 136628

In Association with:

Kleinfelder
2 Ada, Suite 250
Irvine, CA 92618



Cover Photograph:

Looking downstream along the Santa Clara River at the upstream end of Reach 3, November 2012

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B	Reaches 1-3 Cost Estimates
C	Reach 4 Alternatives Analysis Matrix
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1 INTRODUCTION

The document entitled, "Santa Clara River Levee System (SCR-3) Reaches 1-4 – Evaluation and Design Report – County of Ventura, California," prepared by Wood Rodgers Inc. (WRI), dated March 2013 was prepared to identify and evaluate alternatives for the improvement of the SCR-3 levee system in the City of Oxnard. The report divided the levee system into four reaches. The first three reaches (1-3) extend from the downstream limits of the project at the Bailard Landfill upstream to the point where Ventura Road begins to parallel the Santa Clara River. Reach 4 extends from this point upstream to the Highway 101 crossing and the downstream limits of the SCR-1 levee system. The WRI report evaluated Reaches 1 through 3 together and Reach 4 separately. The vicinity of the project and location of the reaches are shown on Figures 1 and 2.

Chapter 2 of the report focused on the Reach 1 through 3 alternatives. Numerous alternatives were evaluated and discussed, and the report identified 2 alternatives for the final evaluation. These included 1A and 1B. Alternative 1A was the recommended alternative and included sections of levee improvements that tied into the existing landfill as high ground where possible. This alternative also included additional fill to raise all sections above the design water surface elevations. Alternative 1B was identified as the full levee improvement alternative. It included a continuous levee system for Reaches 1 through 3 and did not tie into the existing landfills.

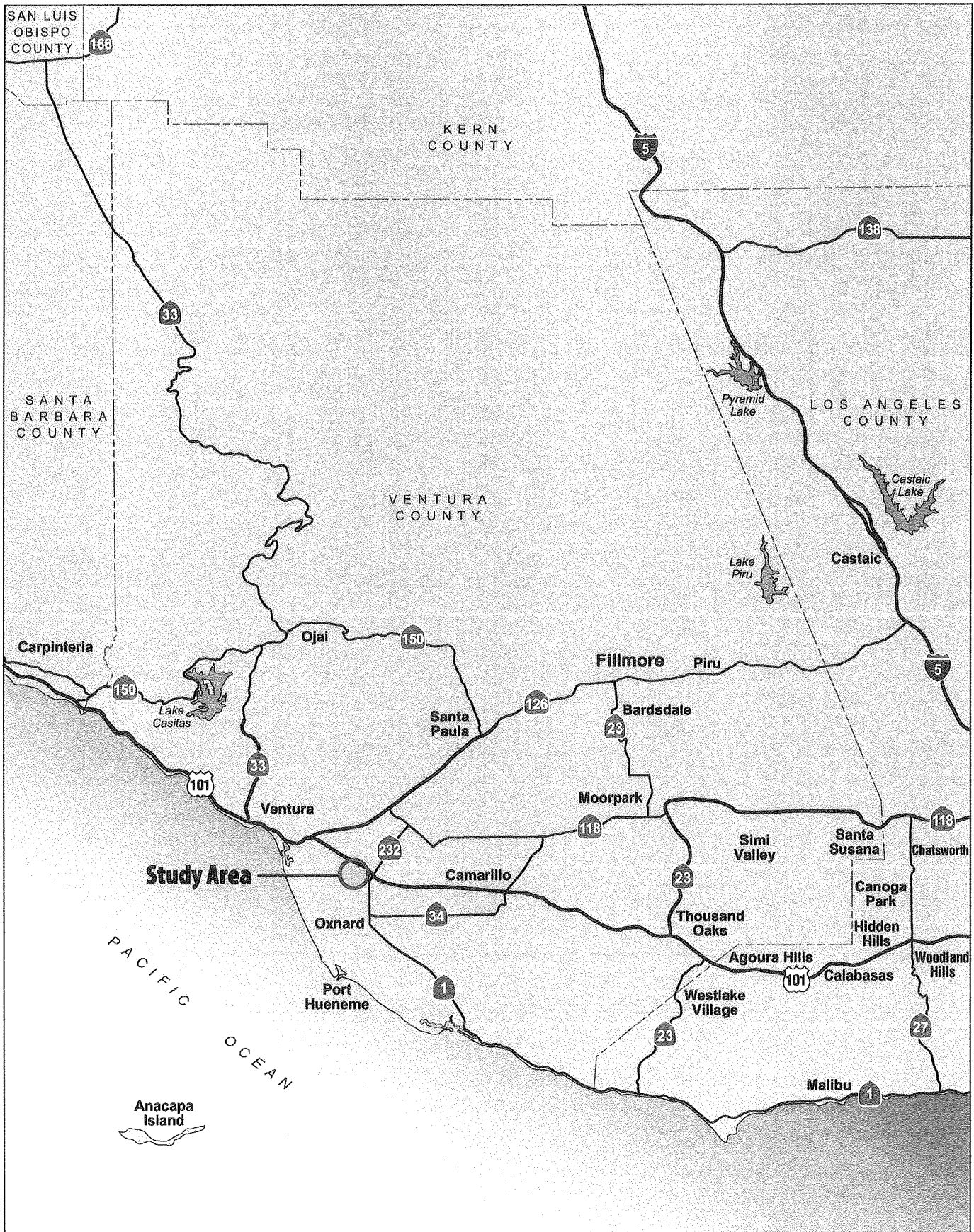
Section 5 of the report focused on the Reach 4 Alternatives. Again, numerous rounds of alternatives were evaluated and discussed, and the report identified 2 alternatives for the final evaluation. These included 1D and the combination of 4A+5C. Alternative 1D was the recommended alternative and included a floodwall along the riverside of Ventura Road for the entire reach. Alternative 4A+5C included a floodwall partially on the riverside and partially on the landside of Ventura Road south of the Union Pacific Railroad (UPRR) and fill in the Wagon Wheel Development area north of the railroad to Highway 101.

RBF has completed a detailed review of the previous work and prepared numerous additional technical studies in support of the final design. These technical studies include detailed hydraulics, scour calculations, geotechnical investigations, review of FEMA certification requirements, and a type selection report for the floodwall design. In addition, the Wagon Wheel development between the UPRR and Highway 101 is currently processing a tentative tract map with the City of Oxnard. This provides opportunities to consider different options adjacent to that proposed development. The results of these studies and the on-going tentative tract processing suggest that an additional review of the various alternatives in Reaches 1-3 and 4 should be considered prior to the development of the final design.

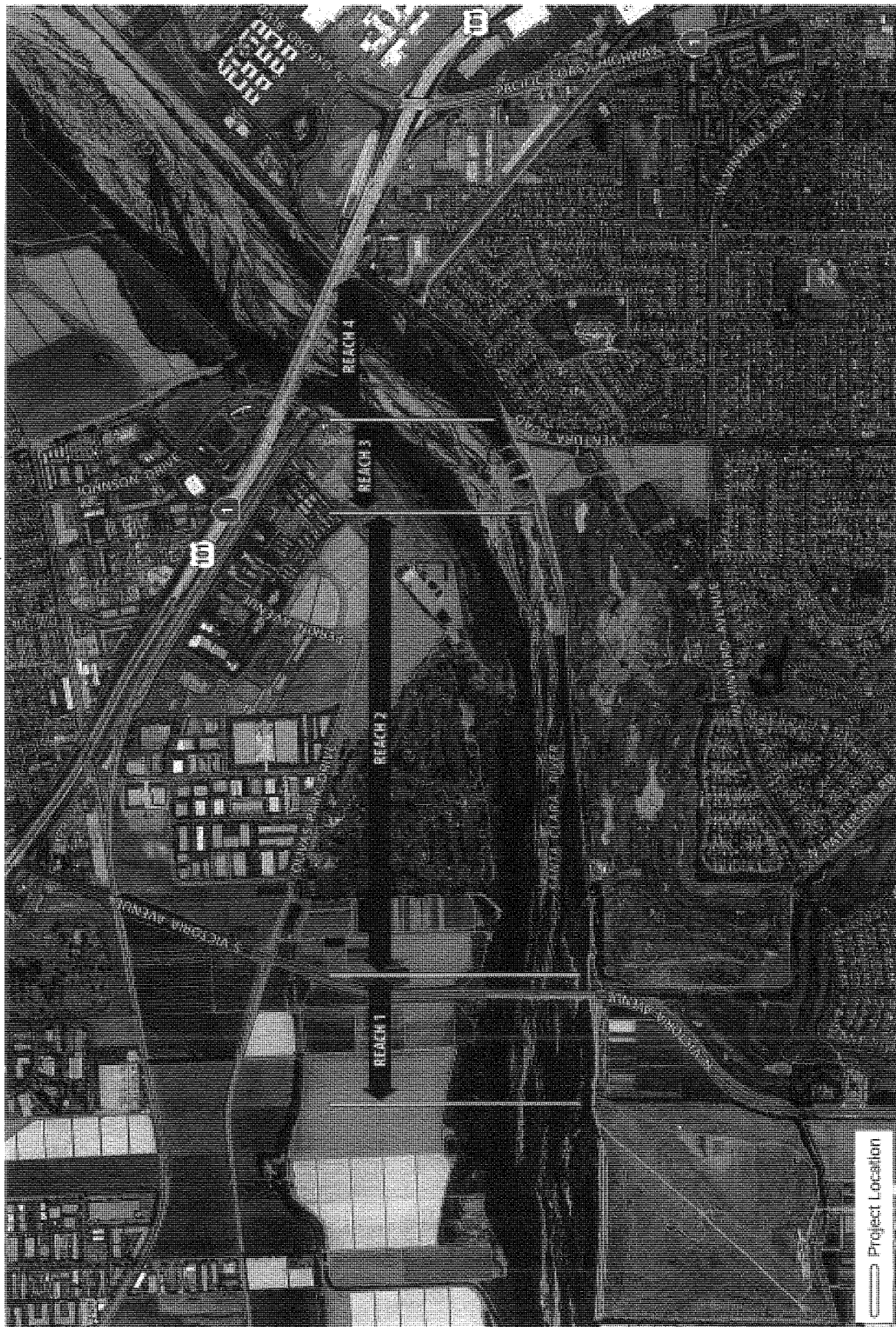
1.1 Study Goal and Objectives

The primary goal of this alternatives analysis is to re-evaluate the previous alternatives based on additional data, and develop a refined set of alternatives analyses and sensitivity matrices to facilitate the identification and selection of a recommended project for the SCR-3 levee system. The objectives of this study are identified below:

- Compile and review previous alternatives from WRI report
- Identify potential modifications and refinements to the previous alternatives
- Develop potential concepts and establish a new set of alternatives for evaluation in conjunction with the District and the City.
- Identify design parameters and evaluation criteria used to develop design alternatives.
- Prepare a conceptual level plan for each alternative to be evaluated including layout of the alternative with facility sizing and typical sections.
- Prepare a summary evaluation for the alternatives including the benefits and constraints, estimated project cost, environmental and right-of-way impacts, and compliance with FEMA requirements.
- Develop a set of sensitivity matrices to be applied to the alternatives including:
 1. Cost matrix
 2. Schedule matrix
 3. Regulatory matrix
 4. Risk matrix
- Prepare a technical memorandum and graphic exhibits to summarize the results of the alternative evaluation.



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SANTA CLARA RIVER (SCR-3) LEVEES

Local Vicinity

Figure 2

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2 REACHES 1 THROUGH 3

Three (3) alternatives were identified and evaluated for these combined reaches. The alternatives include the previously recommended alternative and the full levee alternative from the WRI report, and a new modified alternative that eliminates the levee improvements in Reach 2. The alternatives were re-named to avoid any confusion with the previous work.

Subsequent to the preparation of the WRI report, additional geotechnical investigations completed by Kleinfelder have provided new information on the existing bank protection in Reach 2. The previous studies by WRI and Anderson Consulting Engineers, Inc. (ACE) have indicated that the existing riprap in the middle portion of Reach 2 (Sta 170+00 to 190+00) may be inadequate for toe down depth and shear stress. This determination was based on the lack of information available at the time. The subsequent testing has revealed that the toe down depths and riprap thickness is similar to the other sections in Reach 2 and appears to be adequate. Therefore, removal and replacement of the riprap bank protection in Reach 2 has been eliminated from the project alternatives.

The following sections provide a summary of the project alternatives.

2.1 Alternative I.A - Full Levee System

This alternative includes a continuous raised earthen levee on top of the existing levee for the full limits of the project improvements. It does not require tie-ins to the existing closed landfills for high ground. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements. This sheet pile will eliminate the need for additional bendway weirs in the area.

Flood Protection: This alternative will provide full flood protection for Reaches 1 through 3. This system also provides additional flood protection for the existing closed landfills and golf course maintenance facilities in Reach 2.

2.2 Alternative I.B - Levee System with Landfill Tie-ins and Protection to Golf Course Maintenance

This alternative was the recommended project in the Wood Rogers study. It includes an earthen raised levee that ties into the existing closed landfills as high ground. In Reach 2, the levee is extended beyond the closest landfill tie-in to provide flood protection for the Ventura Regional Sanitation District (VRSD) flare and River Ridge Golf Course maintenance yard. In areas that would no longer be considered levees (between landfill tie-in locations, station 165+00 to 178+00), the river bank maintenance roads were raised to be above the design water surface

elevations. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements similar to Alternative I.A.

Flood Protection: This alternative will provide full flood protection for Reaches 1 through 3. This system also provides additional flood protection for the existing closed landfills and golf course maintenance facilities in Reach 2.

2.3 Alternative I.C - Levee System with Landfill Tie-ins and No Protection to Golf Course Maintenance

This alternative is modified from Alternative I.B to eliminate the improvements in Reach 2. Levee systems in Reaches 1 and 3 would be constructed and tie into the existing closed landfills at the closest acceptable locations. No flood protection would be provided to the VRSD flare or the golf course maintenance yard. The existing golf course drainage swale, located at the mid-point of Reach 2 would be filled in to eliminate the levee condition at this isolated location. Sheet pile scour protection is proposed along the upper 400 feet of Reach 3 and will tie-in with the Reach 4 improvements similar to the other alternatives.

Flood Protection: This alternative is anticipated to provide full flood protection for the properties protected by the system, but does not protect the golf course maintenance yard or provide additional river bank protection for the existing closed landfills.

2.4 Summary of Reach 1 - 3 Alternatives

Alternative I.A provides the best flood protection but is also the most expensive. It has the largest environmental impact, and requires the most coordination with the regulatory agencies.

Alternatives I.B is a reduced version of Alternative I.A and results in a minor reduction in the project cost. However, it requires the maximum number of tie-ins (5 total) to the existing closed landfills.

Alternative I.C is designed to eliminate the majority of the levee improvements in Reach 2 and provide significant reductions in the project cost and environmental impacts. By placing fill in the existing golf course drainage swale, if effective, eliminates Reach 2 as a levee system and avoids the construction requirements to improve the system to FEMA criteria. It does not protect the golf course or landfill facilities, and includes additional requirements for long-term maintenance and operations. The critical issue for Alternative I.C is to obtain FEMA concurrence that the drainage swale fill will eliminate the levee conditions. To gain acceptance it is anticipated that a comprehensive operations and maintenance plan will be required to monitor the bank and provide corrective measures if significant bank failures occur.

A summary matrix for the alternatives is attached as Exhibit A with detailed cost estimates for each alternative (Exhibits B1 through B3). The summary matrix highlights the benefits and constraints of each alternative along with the anticipated permitting requirements and project costs. The alternatives are shown graphically on Figures 3 through 6.

3 REACH 4 ALTERNATIVES

Four (4) potential alternatives were identified for the Reach 4 levee improvements. These alternatives were based on modifications to the various project elements from the previous work, and developed from the additional studies and information completed by the RBF team. The alternatives are re-named to avoid any confusion with the previous work. The following section provides a summary of the project alternatives.

3.1 Alternative II.A - Floodwall along Riverside of Ventura Road

This alternative includes a 2,900 foot long floodwall along the riverside of Ventura Road from Reach 3 to Highway 101. The floodwall will vary in height from 6 feet to over 22 feet. The largest heights will be in the vicinity of the UPRR crossing. The visible height at this location will be approximately 22 feet. The floodwall is proposed to be located 17.5 feet from the existing roadway pavement. This distance was established to accommodate the future master planned bikeway (16-feet wide) and a curb and gutter along the roadway. Where curb and gutter already exists, the floodwall offset was 16 feet. A 13 foot high FloodBreak flood gate would be placed across Ventura Road just downstream of Highway 101. The gate is required to provide flood protection until the SCR-1 improvements are completed. Upon completion of the SCR-1 improvements, the gate can be removed or simply de-activated. No pump station is anticipated for any of the alternatives at the El Rio Drain based on the preliminary interior drainage studies completed.

A variation on the alternative was evaluated to eliminate the interim flood gate along Ventura Road downstream of the Highway 101 crossing. The variation includes improving approximately 1,000 feet of the SCR-1 levee upstream of the crossing, and reconstructing 1,200 feet of Ventura Road to raise the grade to above the design water surface elevation. This would require that the road be raised by approximately 8 feet and would eliminate the need for the flood gate. While the improvements may be possible, a full geometric layout of the roadway improvements would be necessary to determine if adequate stopping and decision distances can be obtained prior to the intersection with Town Center Drive. Assuming that they are adequate, the estimated roadway and levee improvement cost is approximately \$3,000,000. In addition, the SCR-1 is a federally constructed facility and is anticipated to require a USACE 408 permit. The permit would add approximately 3 years to the approval and construction process. The alternative could also result in ponding behind the improvements to an elevation of 82 feet MSL if the SCR-1 levee were to be breached. For these reasons this variation of Alternative II.A was dropped from further consideration.

Flood Protection: This alternative will provide full flood protection for the areas downstream of Highway 101, and would not impact the future SCR-1 improvements. However, prior to the

completion of the SCR-1 improvements, any breach in that system upstream of Hwy 101 could result in ponding behind the flood gate. The maximum ponding level would be approximately 78 feet (based on the elevation of the existing SCR-1 levee), and would be an increase in the water surface elevations compared to the existing condition. The extent of the interim ponding is illustrated on Figure 10.

3.2 Alternative II.B - Floodwall along Landside of Ventura Road and along the El Rio Drain, Fill in the Wagon Wheel Area

This alternative includes a floodwall on the riverside of Ventura Road for approximately 900 feet. The wall will have a visible height of approximately 6 feet and will be offset from the roadway similar to Alternative II.A. The floodwall will then cross Ventura Road at the high point in the road. A FloodBreak flood gate is proposed for the roadway crossing (6-foot high gate). The floodwall will then extend along the top of the existing slope on the landside of Ventura Road to the El Rio Drain. The floodwall will vary in height from 6 feet down to 4 feet near the El Rio Drain. The floodwall will then continue along the El Rio Drain to approximately Oxnard Boulevard where it will terminate on higher ground. Between the UPRR and Highway 101, the Wagon Wheel development will be placed on fill (up to 8 feet in depth) to an elevation above the 100-year floodplain. The fill along Ventura Road would be faced with riprap to provide erosion protection. No improvements in the Wagon Wheel development would be constructed with the SCR-3 project. However, the cost of the fill material and lost developable acreage (right-of-way) from the fill slope is included in the alternatives analysis cost estimate.

Flood Protection: This alternative will provide flood protection downstream of the UPRR with the initial construction, and full flood protection once the Wagon Wheel improvements are constructed. This alternative results in a gap in the levee system between SCR-3 and SCR-1 at the downstream side of the Highway 101 crossing. As a result, some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the highway crossing, even with the SCR-1 improvements. The extent of the flooding is shown in Figure 11 and is based on the design water surface elevation at the gap location.

3.3 Alternative II.C - Floodwall along the Landside of Ventura Road to UPRR and along Wagon Wheel Area

This alternative is similar to Alternative II.B except that the floodwall on the landside of Ventura Road would tie directly into the UPRR embankment rather than extending along the El Rio Drain. Between the UPRR crossing and Highway 101, a floodwall would be constructed on the landside of Ventura Road. A second FloodBreak floodgate would be required at the future entrance to the Wagon Wheel development. Due to the relocation of the streets with the Wagon Wheel development, it is not anticipated that the flood wall and gates between the UPRR crossing and Highway 101 could be completed with the initial SCR-3 construction.

Flood Protection: The UPRR embankment is not anticipated to provide flood protection in conformance with the FEMA requirements, therefore no flood protection would be provided with the initial construction. Full flood protection for the SCR-3 project reach would be obtained once the Wagon Wheel improvements are constructed. Some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the highway crossing, even with the SCR-1 improvements (Figure 11) similar to Alternative II.B.

3.4 Alternative II.D - Floodwall along Landside of Ventura Road to UPRR and fill in Wagon Wheel Area

This alternative is similar to Alternative II.B except that the floodwall on the landside of Ventura Road would tie directly into the UPRR embankment rather than extending along the El Rio Drain. This would reduce the project cost, however, it is not anticipated that the railroad embankment would be considered adequate as an earthen levee. Between the UPRR and Highway 101, the Wagon Wheel development will be placed on fill to an elevation above the 100-year floodplain. The fill along Ventura Road would be faced with riprap to provide erosion protection.

Flood Protection: Similar to Alternative II.C, the UPRR embankment is not anticipated to provide flood protection in conformance with the FEMA requirements, therefore no flood protection would be provided with the initial construction. Full flood protection for the SCR-3 project reach would be obtained once the Wagon Wheel improvements are constructed. Similar to Alternatives II.B and II.C, some flooding would occur upstream of Highway 101 without an additional flood gate in the vicinity of the crossing, even with the SCR-1 improvements (Figure 11).

3.5 Summary of Reach 4 Alternatives

Alternative II.A provides the best flood protection but is also the most expensive. It has the largest environmental impact, and requires the most coordination with the UPRR and Caltrans to construct. Once SCR-1 is completed, it will also prevent flooding along Ventura Road and the flood gate can be eliminated. However, prior to the SCR-1 improvements, it could potentially result in adverse impacts to the flooding immediately upstream of Highway 101.

Alternatives II.B, II.C, and II.D are variations of a similar concept, which is to reduce the floodwall height by moving the floodwall to the landside of Ventura Road near the high point in the road (approximately 900 feet southwest of the UPRR crossing). Alternatives II.B and II.D will have floodwalls of about 6-feet. This is less than Alternative II.A which will have floodwalls up to 22-feet high. Alternative II.C will also have high floodwalls in the reach from the UPRR to Highway 101. A critical issue with Alternatives II.B and II.D is that they will not provide flood protection until the Wagon Wheel improvements are completed. All three of these alternatives (II.B, II.C, and II.D) will also leave a gap in the system on the downstream side of Highway 101. Since the

walls and fill will be on the landside of Ventura Road, they will not connect with the SCR-1 improvements. This will allow runoff to backflow under the freeway and flood a portion of the area north of the highway. Installation of a permanent flood gate across Ventura Road (either upstream or downstream of the freeway) would eliminate that problem. The cost for the flood gate is approximately \$2,000,000 and is not included in the cost estimates.

A summary matrix for the alternatives is attached as Exhibit C with detailed cost estimates for each alternative (Exhibits D1 through D4). The summary matrix highlights the benefits and constraints of each alternative along with the anticipated permitting requirements and project costs. The alternatives are shown graphically on Figures 6 through 9. The ponding limits upstream of Highway 101 are shown on Figures 10 and 11.

4 SENSITIVITY MATRICES

A series of matrices have been developed and applied to each of the alternatives in both Reach 1-3 and Reach 4 to facilitate the evaluation of the reach alternatives and combination of alternatives to assist in the selection of a recommended project. The following matrices have been developed:

Cost – This matrix was developed to compare various combinations of the Reach 1-3 and Reach 4 alternatives on the total cost of the project.

Schedule – The schedule matrix includes a combination of timeframes to complete the design and construction of the various alternatives. It includes the overall schedule for the alternatives to the completion of construction, and is divided into three (3) components; design, permitting, and construction. The permitting includes the environmental and regulatory permits including stakeholder permits/agreements from the UPRR, Caltrans, and VRSD.

Regulatory – The regulatory matrix was developed to assist in evaluating the potential impacts associated with processing the alternatives with the various agencies that will be required to issue permits and/or enter into agreements for the construction. The matrix includes the different permits anticipated to be required for each of the project alternatives.

Risk – The risk matrix is a summary matrix to quantify the risk associated with each alternative. It identifies a number to signify the potential risks associated with the alternative, and is divided between the Reach 1-3 and Reach 4 alternatives. Each alternative in the reaches is assigned a level of risk for the identified category. A weighting factor was identified for each category, and point value is established for the level of risk (high, medium, low). A total score can then be determined for each alternative. A low number represents a lower risk, while a larger number represents a higher risk. The different matrices are included as Exhibits E through H. A summary of the risk matrix is included below.

Total Risk Summary Matrix

Alternative		Reach 4			
		II.A	II.B	II.C	II.D
Reach 1-3	I.A	102	84	96	72
	I.B	118	100	112	88
	I.C	118	100	112	88

Exhibit A
Santa Clara River (SCR-3) Levee Improvement Project
Reaches 1-3 Alternatives Analysis Matrix

Alternative Name	Alternative I.A		Alternative I.B		Alternative I.C	
	Full Levee System		Levee System with Landfill Tie-ins and Protection to Golf Course Maintenance		Levee System with Landfill Tie-ins and No Protection to Golf Course Maintenance	
Project Description						
Flood Protection and Other Benefits	Continuous earthen levee system Eliminate landfill tie-ins (except Bailard) Protects all golf course and landfill facilities Ability to modify for 200-year event Highest level of flood protection Limited environmental impacts		Earthen levee in Reaches 1 and 3 Partial levee in Reach 2 Protects golf course maintenance and landfill flare Ability to modify for 200-year event Access road above 100-year water surface profile Limited environmental impacts		Earthen levee in Reaches 1 and 3 No levee in Reach 2 Golf course fill at drainage swale Limited environmental impacts	
Constraints and Other Challenges	Flood/Retaining walls at golf maintenance Use State DWR standards for levee vegetation		Landfill tie-ins (5 required) Flood/Retaining walls at golf maintenance Use State DWR standards for levee vegetation		Landfill tie-ins (3 required) Does not protect golf maintenance facility Higher risk during storm event Difficult to modify for 200-year event Use State DWR standards for levee vegetation Impacts golf course operations Access road not above 100-year water surface	
Permit Requirements	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits		Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits		Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) Landfill permits	
Meets FEMA Requirements?	Yes		Yes, some risk at landfill tie-ins		Likely to be accredited, higher risk associated with golf course drainage swale fill	
Capital Cost Estimate ⁽¹⁾	\$4,248,650		\$3,871,150		\$2,805,250	
Environmental Mitigation ⁽¹⁾	\$420,000		\$420,000		\$165,000	
Contingency (15%)	\$700,298		\$643,673		\$445,538	
Construction Management/Inspection/Bio Monitoring (8%)	\$373,492		\$343,292		\$237,620	
Total Project Cost	\$5,742,440		\$5,278,115		\$3,653,408	
YR 2016 - Total Project Cost ⁽²⁾	\$6,029,561		\$5,542,020		\$3,836,078	

Notes:

- 1 Based on State DWR policy for Levee Vegetation (20-foot vegetative thinning along top of levee)
- 2 Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit B.1

Santa Clara River (SCR-3) Levee Improvement Project Reaches 1-3 • Alternative I.A (Full Levee)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$632,500
1	Mobilization and Bonding	LS	1	\$175,000	\$175,000	
2	Clearing and Grubbing	AC	7.0	\$6,000	\$42,000	
3	Demolition and Removals	LS	1	\$85,500	\$85,500	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$150,000	\$150,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
Levee						\$3,067,500
7	Foundation Excavation	CY	28,500	\$5	\$142,500	
8	Golf Course Fill	CY	0	\$10	\$0	
9	Levee Embankment Fill	CY	91,000	\$15	\$1,365,000	
10	Landfill Tie-in	EA	1	\$10,000	\$10,000	
11	Riprap (1/4 ton)	CY	3,000	\$75	\$225,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
Concrete Structures						\$336,150
13	Concrete Retaining Wall	LF	375	\$250	\$93,750	
14	Structure Excavation & Backfill	CY	500	\$10	\$5,000	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	0	\$250	\$0	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$50,000	\$50,000	
Miscellaneous						\$212,500
24	AB Access Road (12' wide, 6" thick)	LF	8,700	\$15	\$130,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	3	\$3,000	\$9,000	
28	Vegetation Thinning (20' wide)	AC	2.8	\$10,000	\$28,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
Construction Cost Subtotal						\$4,248,650
Environ. Impact Mitigation-Temporary (2.5:1)		AC		\$375,000	\$0.00	
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)		AC	2.8	\$150,000	\$420,000.00	
Environ. Impact Mitigation-Permanent (5:1)		AC	0.0	\$750,000	\$0.00	
Project Contingencies (15%)						\$700,298
Construction Management/Inspection/Biological Monitoring (8%)						\$373,492
Total Project Cost						\$5,742,440
YR 2016 - Total Project Cost ⁽²⁾						\$6,029,561

Notes:

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit B.2

Santa Clara River (SCR-3) Levee Improvement Project Reaches 1-3 - Alternative I.B (Levee System w/golf maintenance protection)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$632,500
1	Mobilization and Bonding	LS	1	\$175,000	\$175,000	
2	Clearing and Grubbing	AC	7.0	\$6,000	\$42,000	
3	Demolition and Removals	LS	1	\$85,500	\$85,500	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$150,000	\$150,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
Levee						\$2,690,000
7	Foundation Excavation	CY	14,000	\$5	\$70,000	
8	Golf Course Fill	CY	0	\$10	\$0	
9	Levee Embankment Fill	CY	68,000	\$15	\$1,020,000	
10	Landfill Tie-in	EA	5	\$10,000	\$50,000	
11	Riprap (1/4 ton)	CY	3,000	\$75	\$225,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
Concrete Structures						\$336,150
13	Concrete Retaining Wall	LF	375	\$250	\$93,750	
14	Structure Excavation & Backfill	CY	500	\$10	\$5,000	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	0	\$250	\$0	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$50,000	\$50,000	
Miscellaneous						\$212,500
24	AB Access Road (12' wide, 6" thick)	LF	8,700	\$15	\$130,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	3	\$3,000	\$9,000	
28	Vegetation Thinning (20' wide)	AC	2.8	\$10,000	\$28,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
Construction Cost Subtotal						\$3,871,150
Environ. Impact Mitigation-Temporary (2.5:1)		AC	0.0	\$375,000	\$0.00	
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)		AC	2.8	\$150,000	\$420,000.00	
Environ. Impact Mitigation-Permanent (5:1)		AC	0.0	\$750,000	\$0.00	
Project Contingencies (15%)						\$643,673
Construction Management/Inspection/Biological Monitoring (8%)						\$343,292
Total Project Cost						\$5,278,115
YR 2016 - Total Project Cost ⁽²⁾						\$5,542,020

Notes:

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit B.3

Santa Clara River (SCR-3) Levee Improvement Project Reaches 1-3 • Alternative I.C (Levee System w/no golf maintenance protection)						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$492,800
1	Mobilization and Bonding	LS	1	\$150,000	\$150,000	
2	Clearing and Grubbing	AC	6.3	\$6,000	\$37,800	
3	Demolition and Removals	LS	1	\$25,000	\$25,000	
4	SWPPP	LS	1	\$30,000	\$30,000	
5	Diversion and Control of Water	LS	1	\$100,000	\$100,000	
6	Traffic Control	LS	1	\$150,000	\$150,000	
Levee						\$1,901,050
7	Foundation Excavation	CY	6,090	\$5	\$30,450	
8	Golf Course Fill	CY	15,500	\$10	\$155,000	
9	Levee Embankment Fill	CY	13,840	\$15	\$207,600	
10	Landfill Tie-in	EA	3	\$10,000	\$30,000	
11	Riprap (1/4 ton)	CY	2,040	\$75	\$153,000	
12	Sheet pile (Sta 214+00 to 217+50)	LS	1	\$1,325,000	\$1,325,000	
Concrete Structures						\$299,900
13	Concrete Retaining Wall	LF	0	\$250	\$0	
14	Structure Excavation & Backfill	CY	0	\$10	\$0	
15	Concrete Slide Gate Structures	CY	125	\$500	\$62,500	
16	66" RCP	LF	350	\$250	\$87,500	
17	Flap Gate - 24"	EA	1	\$3,100	\$3,100	
18	Flap Gate - 66"	EA	2	\$19,000	\$38,000	
19	Slide Gate - 24"	EA	2	\$4,500	\$9,000	
20	Slide Gate - 48"	EA	2	\$7,400	\$14,800	
21	Slide Gate - 66"	EA	2	\$13,000	\$26,000	
22	Slide Gate - 72"	EA	2	\$17,000	\$34,000	
23	Utility relocations	LS	1	\$25,000	\$25,000	
Miscellaneous						\$111,500
24	AB Access Road (12' wide, 6" thick)	LF	3,500	\$15	\$52,500	
25	6' Chain Link Fence	LF	1,800	\$20	\$36,000	
26	Swing Gate	EA	3	\$3,000	\$9,000	
27	Hydroseed Slopes	AC	1	\$3,000	\$3,000	
28	Vegetation Thinning (20' wide)	AC	1.1	\$10,000	\$11,000	
29	Vegetation Removal	AC	0.0	\$25,000	\$0	
Construction Cost Subtotal						\$2,805,250
Environ. Impact Mitigation-Temporary (2.5:1)		AC	0.0	\$375,000	\$0.00	
Environ. Impact Mitigation-Permanent (1:1 - Veg Thinning)		AC	1.1	\$150,000	\$165,000.00	
Environ. Impact Mitigation-Permanent (5:1)		AC	0.0	\$750,000	\$0.00	
Project Contingencies (15%)						\$445,538
Construction Management/Inspection/Biological Monitoring (8%)						\$237,620
Total Project Cost						\$3,653,408
YR 2016 - Total Project Cost ⁽²⁾						\$3,836,078

Notes:

1. Cost and mitigation requirements based on using State DWR Levee Vegetation Policy
2. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit C
Santa Clara River (SCR-3) Levee Improvement Project
Reach 4 - Alternatives Analysis Matrix

Alternative Name	Alternative II.A	Alternative II.B	Alternative II.C	Alternative II.D
Project Description	Floodwall along Riverside of Ventura Road	Floodwall along Landside of Ventura Road and along El Rio Drain. Fill in Wagon Wheel area.	Floodwall along Landside of Ventura Road and along Wagon Wheel area.	Floodwall along Landside of Ventura Road to UPRR and fill in Wagon Wheel area.
Flood Protection and Other Benefits	Continuous flood wall Protects Ventura Road from flooding Ability to modify for 200-year event Temporary flood gate at Hwy 101	Reduced height flood wall (max. 6' tall) Permanent flood gate on Ventura Road (6' high) Caltrans and UPRR permits by others Reduced environmental impacts	High and low flood walls Permanent flood gate on Ventura Road (6' high) Permanent flood gate at Wagon Wheel (13' high) Caltrans permit by others Reduced environmental impacts	Reduced height flood wall (max. 6' tall) Permanent flood gate on Ventura Road (6' high) Caltrans permit by others Reduced environmental impacts
Constraints and Other Challenges	High flood wall (up to 22' tall) Caltrans encroachment permit Significant Union Pacific RR coordination Environmental impacts Temporary flood gate Active Operations: temporary flood gate only Potential ponding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event Defer Wagon Wheel fill until development Active Operations: permanent flood gate Some flooding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event Defer Wagon Wheel fill until development No levee certification until Wagon Wheel occurs Union Pacific RR coordination Active Operations: permanent flood gate Some flooding upstream of Hwy 101	Does not protect Ventura Road from flooding Difficult to modify for 200-year event Defer Wagon Wheel fill until development No levee certification until Wagon Wheel occurs Union Pacific RR coordination Active Operations: permanent flood gate Some flooding upstream of Hwy 101
Permit Requirements	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit Caltrans Encroachment Permit	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS)	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit Caltrans Encroachment Permit	Regulatory Permits (USACE, CDFW, RWQCB, NMFS, USFWS) UPRR Encroachment Permit
Meets FEMA Requirements?	Yes for entire reach	Yes, downstream of UPRR can be certified separately. Upstream of UPRR with Wagon Wheel Dev.	Yes, all improvements including Wagon Wheel Dev. need to be completed to certify	Yes, all improvements including Wagon Wheel Dev. need to be completed to certify
Capital Cost Estimate	\$10,889,639	\$10,834,600	\$6,727,700	\$6,727,700
Temp Flood Gate (Ventura Rd)	\$2,050,000	\$0	\$0	\$0
Environmental Mitigation	\$1,800,000	\$562,500	\$562,500	\$562,500
Contingency (15%)	\$2,210,946	\$1,709,565	\$1,093,530	\$1,093,530
Construction Management/Inspection/Bio Monitoring (8%)	\$1,179,171	\$911,768	\$583,216	\$583,216
Total Project Cost - Public Contract	\$18,129,756	\$14,018,433	\$8,966,946	\$8,966,946
YR 2017 - Public Project Cost ⁽¹⁾	\$19,489,488	\$15,069,815	\$9,639,467	\$9,639,467
Wagon Wheel Improvements: Fill and riprap Flood wall and gate Right-of-way	\$0 \$0 \$0 \$0	\$3,165,000 \$0 \$250,000 \$512,250	\$9,000 \$3,676,950 \$250,000 \$590,393	\$3,165,000 \$0 \$250,000 \$512,250
Contingency (15%)	\$0	\$0	\$0	\$0
Construction Management/Inspection/Bio Monitoring (8%)	\$0	\$273,200	\$314,876	\$273,200
Total Project Cost-Developer Contract	\$0	\$4,200,450	\$4,841,219	\$4,200,450
YR 2017-Developer Project Cost ⁽¹⁾	\$0	\$4,515,484	\$5,204,310	\$4,515,484
YR 2017 - Total Project Cost ⁽²⁾	\$19,489,488	\$19,585,299	\$14,843,777	\$14,154,951

Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit D.1

**Santa Clara River (SCR-3) Levee Improvement Project
Reach 4 - Alternative II.A**

Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
	General					\$727,500
1	Mobilization and Bonding (3%)	LS	1	\$385,000	\$385,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$100,000	\$100,000	
5	Traffic Control	LS	1	\$150,000	\$150,000	
	Levee and Flood Wall					\$10,117,139
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	1,167	\$2,252	\$2,627,617	
8	RC Flood Wall - Type D	LF	830	\$5,053	\$4,194,322	
9	Riprap Removal and Replacment	CY	1,000	\$150	\$150,000	
	Miscellaneous					\$45,000
10	6' Chain Link Fence	LF	200	\$20	\$4,000	
11	Swing Gate	EA	1	\$3,000	\$3,000	
12	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
13	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
14	Landscaping	SF	0	\$2.5	\$0	
15	Concrete Trail	SF	0	\$4.0	\$0	
	Flood Gate System					\$2,050,000
16	FloodBreak Gate System (13-foot)	LS	1	\$1,600,000	\$1,600,000	
17	Concrete Abutments	LS	1	\$250,000	\$250,000	
18	Street modifications	LS	1	\$150,000	\$150,000	
19	Utility relocations	LS	1	\$50,000	\$50,000	
Public Contract - Construction Cost Subtotal						\$12,939,639
Environmental Impact Mitigation-Temporary (2.5:1)		AC	0.8	\$375,000		\$300,000.00
Environmental Impact Mitigation-Permanent (5:1)		AC	2.0	\$750,000		\$1,500,000.00
Project Contingencies (15%)						\$2,210,946
Construction Management/Inspection/Biological Monitoring (8%)						\$1,179,171
Public Contract - Total Project Cost						\$18,129,756
YR 2017 - Public Contract - Total Project Cost ⁽¹⁾						\$19,489,488
	Wagon Wheel Improvements					\$0
20	Import Fill	CY	0	\$15	\$0	
21	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
22	FloodBreak Flood gate	EA	0	\$1,500,000	\$0	
23	Riprap Bank Protection	CY	0	\$75	\$0	
24	Right-of-Way	Acre	0	\$500,000	\$0	
Developer Contract - Construction Cost Subtotal						\$0
Project Contingencies (15%)						\$0
Construction Management/Inspection/Biological Monitoring (8%)						\$0
Developer Contract - Total Project Cost						\$0
YR 2017 - Developer Contract - Total Project Cost ⁽¹⁾						\$0
YR 2017 - Total Project Cost ⁽¹⁾						\$19,489,488

Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit D.2

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.B						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$592,500
1	Mobilization and Bonding (3%)	LS	1	\$325,000	\$325,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
Levee and Flood Wall						\$8,978,500
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside and El Rio Drain	LF	4,200	\$1,210	\$5,082,000	
9	Riprap Removal and Replacment	CY	1,700	\$150	\$255,000	
Miscellaneous						\$113,600
10	6' Chain Link Fence	LF	200	\$20	\$4,000	
11	Swing Gate	EA	1	\$3,000	\$3,000	
12	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
13	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
14	Landscaping	SF	14,000	\$2.5	\$35,000	
15	Concrete Trail	SF	8,400	\$4.0	\$33,600	
Flood Gate System						\$1,150,000
16	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
17	Concrete Abutments	LS	1	\$150,000	\$150,000	
18	Street modifications	LS	1	\$100,000	\$100,000	
19	Utility relocations	LS	1	\$50,000	\$50,000	
Public Contract - Construction Cost Subtotal						\$10,834,600
Environmental Impact Mitigation-Temporary (2.5:1)						\$112,500.00
Environmental Impact Mitigation-Permanent (5:1)						\$450,000.00
Project Contingencies (15%)						\$1,709,565
Construction Management/Inspection/Biological Monitoring (8%)						\$911,768
Public Contract - Total Project Cost						\$14,018,433
YR 2017 - Public Contract - Total Project Cost ⁽¹⁾						\$15,069,815
Wagon Wheel Improvements						\$3,415,000
20	Import Fill	CY	207,000	\$15	\$3,105,000	
21	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
22	FloodBreak Flood gate	EA	0	\$1,500,000	\$0	
23	Riprap Bank Protection	CY	800	\$75	\$60,000	
24	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
Developer Contract - Construction Cost Subtotal						\$3,415,000
Project Contingencies (15%)						\$512,250
Construction Management/Inspection/Biological Monitoring (8%)						\$273,200
Developer Contract - Total Project Cost						\$4,200,450
YR 2017 - Developer Contract - Total Project Cost ⁽¹⁾						\$4,515,484
YR 2017 - Total Project Cost ⁽¹⁾						\$19,585,299

Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit D.3

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.C						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$472,500
1	Mobilization and Bonding (3%)	LS	1	\$205,000	\$205,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
Levee and Flood Wall						\$4,991,600
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside to UPRR	LF	860	\$1,210	\$1,040,600	
9	UPRR Embankment Fill	CY	300	\$15	\$4,500	
10	El Rio Drain Channel Modifications	LS	1	\$50,000	\$50,000	
11	Riprap Removal and Replacment	CY	1,700	\$150	\$255,000	
Miscellaneous						\$113,600
12	6' Chain Link Fence	LF	200	\$20	\$4,000	
13	Swing Gate	EA	1	\$3,000	\$3,000	
14	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
15	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
16	Landscaping	SF	14,000	\$2.5	\$35,000	
17	Concrete Trail	SF	8,400	\$4.0	\$33,600	
Flood Gate System						\$1,150,000
18	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
19	Concrete Abutments	LS	1	\$150,000	\$150,000	
20	Street modifications	LS	1	\$100,000	\$100,000	
21	Utility relocations	LS	1	\$50,000	\$50,000	
Public Contract - Construction Cost Subtotal						\$6,727,700
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.3	\$375,000
Environmental Impact Mitigation-Permanent (5:1)				AC	0.6	\$750,000
Project Contingencies (15%)						\$1,093,530
Construction Management/Inspection/Biological Monitoring (8%)						\$583,216
Public Contract - Total Project Cost						\$8,966,946
YR 2017 - Public Contract - Total Project Cost ⁽¹⁾						\$9,639,467
Wagon Wheel Improvements						\$3,935,950
22	Import Fill	CY	600	\$15	\$9,000	
23	Floodwall - Type D (No sheet pile)	LF	650	\$2,503	\$1,626,950	
24	FloodBreak Flood gate (13-foot)	EA	1	\$2,050,000	\$2,050,000	
25	Riprap Bank Protection	CY	0	\$75	\$0	
26	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
Developer Contract - Construction Cost Subtotal						\$3,935,950
Project Contingencies (15%)						\$590,393
Construction Management/Inspection/Biological Monitoring (8%)						\$314,876
Developer Contract - Total Project Cost						\$4,841,219
YR 2017 - Developer Contract - Total Project Cost ⁽¹⁾						\$5,204,310
YR 2017 - Total Project Cost ⁽¹⁾						\$14,843,777

Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit D.4

Santa Clara River (SCR-3) Levee Improvement Project Reach 4 - Alternative II.D						
Line Item	Description	Unit	Quantity	Unit Cost	Cost	Category Cost
General						\$472,500
1	Mobilization and Bonding (3%)	LS	1	\$205,000	\$205,000	
2	Clearing and Grubbing	AC	2.5	\$25,000	\$62,500	
3	SWPPP	LS	1	\$30,000	\$30,000	
4	Diversion and Control of Water	LS	1	\$75,000	\$75,000	
5	Traffic Control	LS	1	\$100,000	\$100,000	
Levee and Flood Wall						\$4,991,600
6	RC Flood Wall - Type A2	LF	600	\$5,242	\$3,145,200	
7	RC Flood Wall - Type C2	LF	350	\$1,418	\$496,300	
8	RC Flood Wall - Landside to UPRR	LF	860	\$1,210	\$1,040,600	
9	UPRR Embankment Fill	CY	300	\$15	\$4,500	
10	El Rio Drain Channel Modifications	LS	1	\$50,000	\$50,000	
11	Riprap Removal and Replacment	CY	1,700	\$150	\$255,000	
Miscellaneous						\$113,600
12	6' Chain Link Fence	LF	200	\$20	\$4,000	
13	Swing Gate	EA	1	\$3,000	\$3,000	
14	RC Drain Channel and Flap Gate	EA	1	\$30,000	\$30,000	
15	HP Gas Valve relocations	EA	4	\$2,000	\$8,000	
16	Landscaping	SF	14,000	\$2.5	\$35,000	
17	Concrete Trail	SF	8,400	\$4.0	\$33,600	
Flood Gate System						\$1,150,000
18	FloodBreak Gate System (6-foot)	LS	1	\$850,000	\$850,000	
19	Concrete Abutments	LS	1	\$150,000	\$150,000	
20	Street modifications	LS	1	\$100,000	\$100,000	
21	Utility relocations	LS	1	\$50,000	\$50,000	
Public Contract - Construction Cost Subtotal						\$6,727,700
Environmental Impact Mitigation-Temporary (2.5:1)				AC	0.3	\$375,000
Environmental Impact Mitigation-Permanent (5:1)				AC	0.6	\$750,000
Project Contingencies (15%)						\$1,093,530
Construction Management/Inspection/Biological Monitoring (8%)						\$583,216
Public Contract - Total Project Cost						\$8,966,946
YR 2017 - Public Contract - Total Project Cost ⁽¹⁾						\$9,639,467
Wagon Wheel Improvements						\$3,415,000
22	Import Fill	CY	207,000	\$15	\$3,105,000	
23	Floodwall - Type D (No sheet pile)	LF	0	\$2,503	\$0	
24	FloodBreak Flood gate (13-foot)	EA	0	\$2,050,000	\$0	
25	Riprap Bank Protection	CY	800	\$75	\$60,000	
26	Right-of-Way	Acre	0.5	\$500,000	\$250,000	
Developer Contract - Construction Cost Subtotal						\$3,415,000
Project Contingencies (15%)						\$512,250
Construction Management/Inspection/Biological Monitoring (8%)						\$273,200
Developer Contract - Total Project Cost						\$4,200,450
YR 2017 - Developer Contract - Total Project Cost ⁽¹⁾						\$4,515,484
YR 2017 - Total Project Cost ⁽¹⁾						\$14,154,951

Notes:

1. Based on Construction Cost Index of +2.5% per year (2014 Base year for unit prices)

Exhibit E
SCR-3 Evaluation Matrices
Total Cost Matrix
(\$ million)

Alternative		Reach 4			
		II.A	II.B	II.C	II.D
Reach 1-3	I.A	\$25.5	\$25.6	\$20.8	\$20.1
	I.B	\$25.0	\$25.1	\$20.3	\$19.6
	I.C	\$23.4	\$23.5	\$18.7	\$18.0

Alternative Cost: (millions)

I.A	\$6.0
I.B	\$5.5
I.C	\$3.9
II.A	\$19.5
II.B	\$19.6
II.C	\$14.8
II.D	\$14.1

Exhibit F
SCR-3 Evaluation Matrices
Schedule Matrix

Alternative	2014				2015				2016				2017				2018 ⁽¹⁾			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Reaches 1-3																				
I.A																				
Design & Construction																				
Environmental/Permitting																				
I.B																				
Design & Construction																				
Environmental/Permitting																				
I.C																				
Design & Construction																				
Environmental/Permitting																				
Reach 4																				
II.A																				
Design & Construction																				
Environmental/Permitting																				
II.B																				
Design & Construction																				
Environmental/Permitting																				
II.C																				
Design & Construction																				
Environmental/Permitting																				
II.D																				
Design & Construction																				
Environmental/Permitting																				

Notes:

- 1 Anticipated early effective date for new Digital Flood Insurance Rate Maps (DFIRMs) - January 2018
- 2 Reach 4 - Alternative D would not provide for an accredited levee system without the Wagon Wheel Improvements

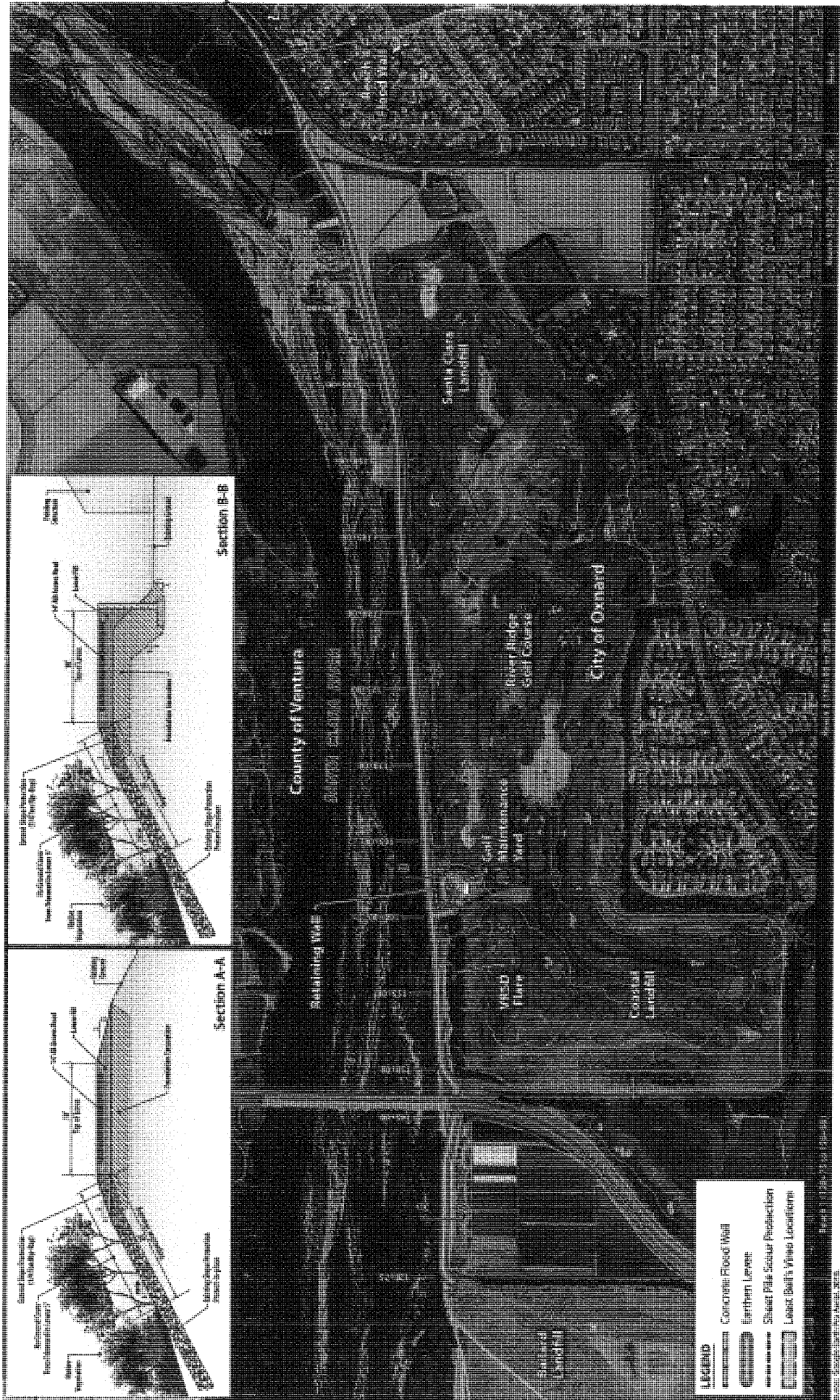
Exhibit G
SCR-3 Evaluation Matrices
Regulatory Matrix

Alternative	Environmental						Stakeholder Agencies					Total Permits Required
	CEQA / NEPA	USACE 404 Permit	CDFW 1600	RMV/CB 401 Certification	NMFS - Consultation	USFWS	UPRR Agreement	Caltrans Encroachment Permit	VRSD Permit	City of Oxnard - Golf Course Permit		
Reaches 1-3												
1A	X	X	X	X	X	X			X	X	8	
1B	X	X	X	X	X	X			X	X	8	
1C	X	X	X	X	X	X			X		7	
Reach 4												
11A	X	X	X	X	X	X	X	X			8	
11B	X	X	X	X	X	X					6	
11C	X	X	X	X	X	X	X	X			8	
11D	X	X	X	X	X	X	X				7	

Risk Matrix

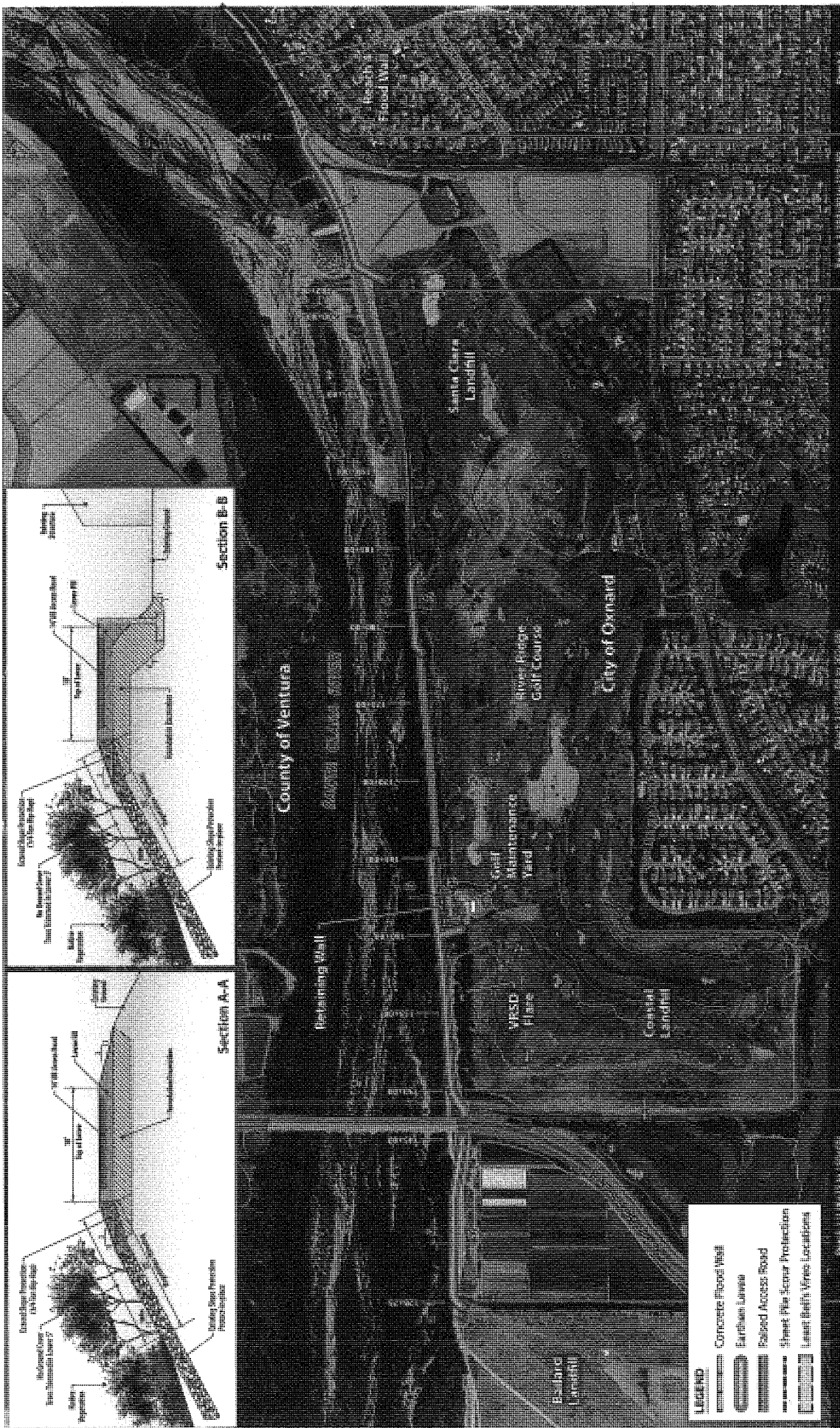
Low	1
Medium	3
High	5
NA	0

Alternative		Reach 4			
		II.A	II.B	II.C	II.D
Reach 1-3	I.A	102	84	96	72
	I.B	118	100	112	88
	I.C	118	100	112	88

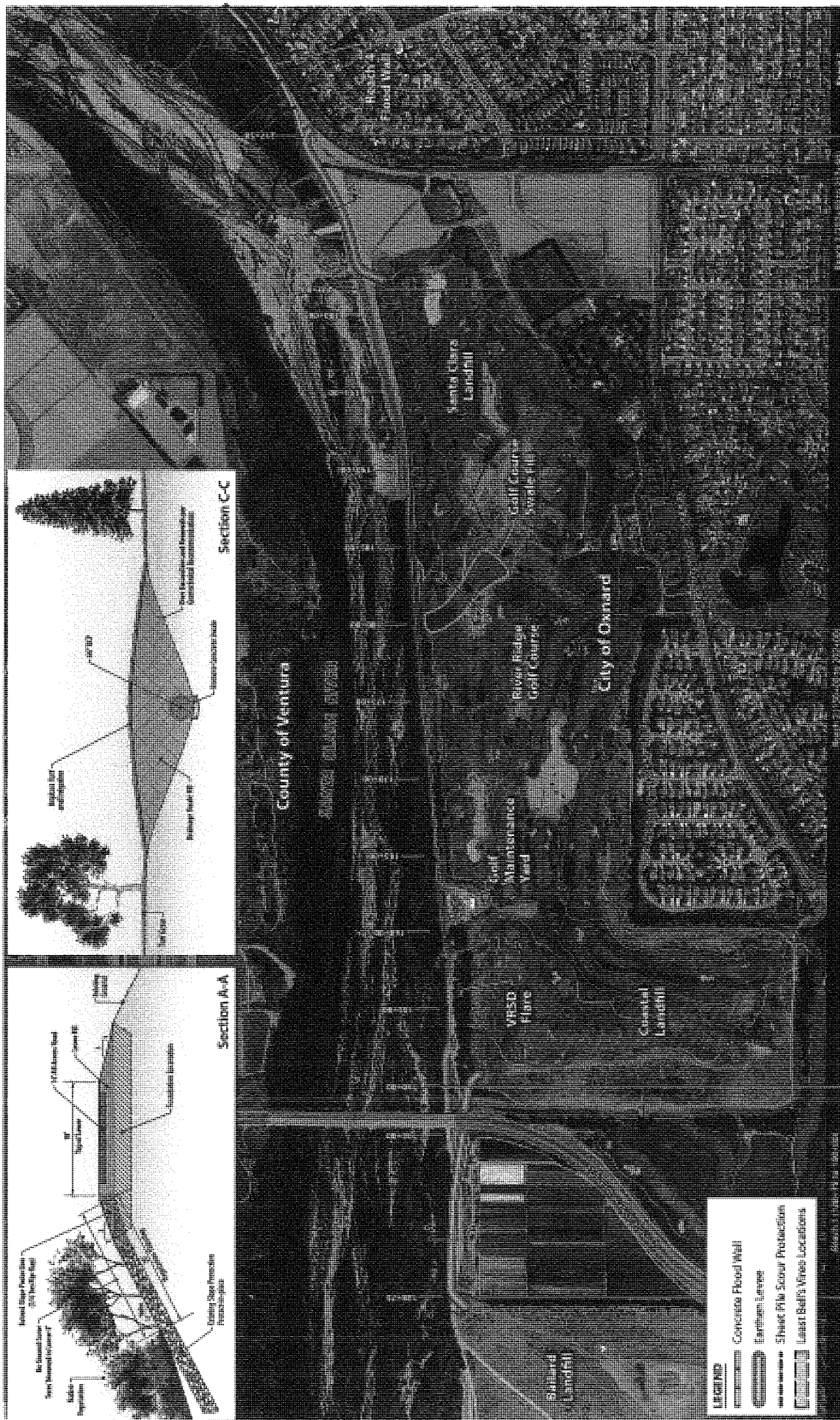


SANTA CLARA RIVER LEVEES
Reaches 1-3 - Alternative 1.A
 Figure 3

ATTACHMENT # _____
 PAGE _____ OF _____



SANTA CLARA RIVER (SCP-3) LEVES
Reaches 1-3 • Alternative I.B
 Figure 4



SANTA CLARA RIVER (SCR-3) LEVES
Reades 1-3 - Alternative I.C
 Figure 5





SANTA CLARA RIVER (SCR-3) LEVEES
Reach 4 • Alternative II.D
 Figure 9



SANTA CLARA RIVER

78-foot Water Surface Elevation

Figure 10



0 250 500
Feet

Source: County of Ventura, Eagle Aerial Imaging -- 2010



SANTA CLARA RIVER

76.14-foot Water Surface Elevation

EXHIBIT C

OTHER CHANGES

[behind this page]

EXHIBIT C

ADDITIONAL REVISIONS TO ORIGINAL AGREEMENT

Section 1. Paragraph 4.5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“City or Third Party shall construct the Off-Site Improvements. Beginning with the building permit for the first Dwelling Unit of the Project that exceeds the Capacity Limit and at the time of issuance of each building permit for a Dwelling Unit thereafter, Developer shall pay to City that portion of the Total Estimated Off-Site Improvement Cost attributable to Developer (the “Permit Reimbursement Cost”) divided by the difference of the maximum number of Project Dwelling Units and the Capacity Limit as increased at the time of payment by the following formula:

$$(\text{Date of payment} - \text{Capacity Limit date}) / 365 \text{ days} = Y$$

$$\text{Payment on a specific date} = \text{Permit Reimbursement Cost} \times (1.05)^Y$$

Interest rate shall not exceed 5.0%.

For purposes of this paragraph 4.5 and paragraph 4.6 below, Capacity Limit date is the date on which Developer applies for a building permit for construction which causes the Project unit count to exceed Capacity Limit to be provided by City pursuant to paragraph 4.4.

At any time Developer may pay the Permit Reimbursement Cost for any or all Dwelling Units and the cost shall be calculated as of the date of payment in accordance with the above formula. In any event, the Total Estimated Off-Site Improvement Cost, together with the interest factor as calculated in the above formula, shall be due on January 27, 2024.”

Section 2. Paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Capital Growth Impact Fees. In connection with the Project, Developer shall pay to City the capital growth impact fee on a per Dwelling Unit basis on or before issuance of a building permit for any Dwelling Unit, which

is assessed at the rate then in effect at the time of assessment (the "Growth Fees"). Developer's obligation to pay the Growth Fees set forth herein shall be limited to and shall not exceed the amount of \$2,850,000. The parties agree that the Growth Fees and lump-sum payment specified below in this paragraph together fully satisfy the condition described in Mitigation Monitoring Measure No. PS-1 (a) for one fire truck and associated fire station upgrades. On or prior to the March 1, 2017, Developer shall pay to City an additional lump-sum payment in the amount reasonably requested by the City (not to exceed \$300,000)."

Section 3. Paragraph 7(c) of the Original Agreement is hereby amended to read as follows:

"Development Design Review and Subsequent Entitlement Review. City and Developer shall cooperate to expedite the development design review process, building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees paid to the City sufficient to cover City's estimated costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of

Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay City deposit fee equal to one hundred and twenty percent (120%) of the then current plan review fee for review of an improvement or building plan ("Expedited Plan Check Fee"). Once a consultant is selected or City staff identified, City shall complete plan check review for improvement plans and building plans according to the following schedule:

- | | |
|----------------------------|--|
| First Plan check: | City shall provide complete comments and markup within 20 working days of submittal of a complete package. |
| Second Plan check: | City shall provide complete comments and markup within 15 working days of submittal of a complete package that responds to all markups and comments. |
| Any subsequent Plan check: | City shall provide complete comments and markup within 10 working days of submittal of a complete package that responds to all markups and comments. |

Upon completion of plan check review and City deems the plan set is approved, the City shall calculate and provide permit fees to the Developer within 10 (ten) working days of plan set approval.

Should City determine, in its sole and absolute discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to

expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee or have no further obligation to expedite review as set forth herein.”

Section 4. Paragraph 7(d) of the Original Agreement is hereby amended to read as follows:

“Development Impact Fees. In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Notwithstanding any other provision or regulation relating to Development Impact Fees, the maximum amount of any traffic impact fee assessed shall be limited to no more than 10 percent (10%) above the rate then in effect on the date of issuance of the first building permit for a Dwelling Unit. The limitation set forth herein shall expire on July 1, 2021. After July 1, 2021, Developer shall pay the traffic impact fee then in effect on the date of issuance of a building permit for any Dwelling Unit.”

Section 5. Paragraph 7(g) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Financing Districts. At City’s request, Developer agrees to the formation of one or more Financing Districts to be formed over all or part of the Property in accordance with this Agreement and applicable conditions of approval for Tract No. 5745. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed, including, but not limited to: public parks; public landscaping; the Multi-Use Path (“MUP”), including exercise equipment in the MUP

area; the MUP bridge over Oxnard Boulevard; street lights; retaining walls, including the retaining wall on Oxnard Boulevard and Ventura Road; street trees; medians and sidewalks in the and adjacent to the Project; floodwalls, flood improvements, and flood protection facilities; storm water quality best management practices devices (such as storm water filters and grassy swales, etc.); Caltrans landscape area(s); school facilities and/or mitigation payments; as well as any other public improvement mutually agreed upon in writing by the City and Developer. If applicable law requires a vote by the landowners on formation or any financial aspect of a Financing District, Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. Developer understands and agrees: (i) City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond." The use of such Financing District is currently intended only for specific purposes related to flood control and best management practices devices (storm water filters, etc). However, in the event other improvements or facilities contemplated to be financed and managed though private entities are not performed, those functions may be assumed by the Financing District. The use of such Financing District is not intended to expand or increase any obligation on the Project beyond those already contemplated under this Agreement and related approvals.

Section 6. Paragraph 8 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Quimby Fee Credit and In-Lieu Fees. The City acknowledges, as specified in the Specific Plan, approximately 7.4 acres of the Project will consist of parks and open space areas, including among other things, parks, pocket parks, trails, and other open space areas. Developer

shall be required to develop and dedicate approximately 4.27 acres for parks on Lots A, B, C in "turnkey" condition ready for use by the public and acceptance of same by the City. City shall grant full credit ("Quimby Fee Credit") to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks. In addition Developer shall design and construct Multi-Use Path ("MUP") within the Project as set forth in the applicable condition(s) of approval for Tract No. 5745. Notwithstanding any applicable condition(s) of approval for Tract No. 5745 to the contrary, upon acceptance of the MUP, City shall grant Quimby Fee Credit to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the MUP. Any Quimby Fee Credit shall be applied against Quimby Fees due for development within the Project. To the extent that, at the time of issuance of building permits for any portion of the Project, adequate Fee Credits do not exist to cover the applicable Quimby Fees, City shall not require the payment of Quimby Fees until the issuance of certificates of occupancy for that portion of the Project. If, at the time of issuance of certificates of occupancy, adequate Fee Credits still do not exist to cover the applicable Quimby Fees, Developer shall pay the Quimby Fees then due to City. The total amount of Quimby Fees necessary to develop the 4.27 acres of parks and additional park acreage for the MUP within the Project exceed the estimated Quimby Fee calculated for the project which is an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks and MUP within the Project. The parties acknowledge and agree that the total Quimby Fees set forth above are based on the Specific Plan entitlement of maximum 1,500 Dwelling Units.

Section 7. Paragraph 15.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Reserved."

Section 8. Paragraph 15.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Santa Clara River Trail. Within ninety (90) days after the effective date of the First Amendment to Development Agreement, Developer shall contribute an amount not to exceed \$120,000 to cover costs that Consultant may incur to plan and design the Santa Clara River Trail or, at Developer’s sole option, a multi-use path extension beneath the Caltrans Highway 101 Bridge on Ventura Road. Planning and design work on the Santa Clara River Trail, or alternative multi-use path, shall occur concurrently with planning and design work associated with the Ventura Road improvement plans. Developer shall provide the City evidence of payment and receipt to design consultant for either the Santa Clara River Trail or multi-use path beneath the Caltrans Highway 101 Bridge on Ventura Road. Developer shall not receive Air Quality Fee Credit for the design of this improvement.

Notwithstanding any other provision to the contrary, upon City’s acceptance of said improvements, City shall grant credit to Developer in an amount equal to one half the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Santa Clara River Trail or multi-use path. Said credit shall be applied towards any Air Quality Fees that Developer is obligated to pay pursuant to the Applicable Rules. If Developer does not receive a credit pursuant to this paragraph, City shall not be required to reimburse, or provide Developer credit for, any air quality fees or any other Development Impact Fee as consideration for the obligations set forth in this paragraph 15.2.”

Section 9. Paragraph 16.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Reserved.”

Section 10. Paragraph 16.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Golf Course Development Fee. Developer shall pay City \$3,000,000 for the Golf Course Development Fee, as follows: (i) a one-time payment of \$550,000 shall be made to the City by the Developer prior to June 1, 2016 and (ii) commencing with the issuance of the first building permit for the first for-sale Dwelling Unit and each time a building permit is issued thereafter for a for-sale Dwelling Unit until

the Project is completed, a fee of \$4,382.83 per unit.”

Section 11. Paragraph 16.4 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Metrolink Train Platform. City may require Developer to construct the Metrolink Train Platform if, and only if, Union Pacific Railroad and Ventura County Transit Commission deem a platform is necessary within the Project and such condition is imposed on or before January 31, 2017. Otherwise, City shall impose standard transit requirements, which may include design and installation of secure bicycle storage, park and ride parking stalls, and turnout for Metrolink shuttle service in accordance with the Applicable Rules.”

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. A-7122 (PLANNING AND ZONING PERMIT NO. 13-670-01), FOR PROPERTY BOUNDED BY HIGHWAY 101, OXNARD BOULEVARD, UNION PACIFIC RAILROAD AND EL RIO DRAIN, AND NORTH VENTURA ROAD. FILED BY OAKWOOD COMMUNITIES, INC., 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning and Zoning Permit 13-670-01 (the **"Project"**), filed jointly by the Oakwood Communities, Inc. (collectively referred to **"Applicant"** or **"Developer"** in the record of proceedings); and

WHEREAS, on July 21, 2015, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered applications for Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement No. A-7122), 11-300-07 (Tentative Subdivision Map for Tract No. 5745), and considered certification of Supplemental Environmental Impact Report ("SEIR") 2014-01 pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, on July 21, 2015, the City Council certified SEIR 2014-04 pursuant to CEQA for approval of the Project and found that the SEIR was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to certify the SEIR is based is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 13-670-01 (First Amendment to Development Agreement No. A-7122) was referred to various City departments for recommendations; and

WHEREAS, the City Council does find that the content of the First Amendment to Development Agreement No. A-7122 is consistent with the 2030 General Plan, City Council Resolution 8139 (Development Agreement Resolution), California Government Code Section 65864 et seq (Development Agreement Statute) and the Oxnard City Code; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this permit as being reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the consistency in general and the persons who work, visit, or live in the proposed development in particular; and

NOW, THEREFORE, the City Council does ordain as follows:

Part 1. The First Amendment to Development Agreement No. A-7122 between City and Developer, a copy of which is on file with the City Clerk, is hereby adopted.

Part 2. The Mayor is hereby authorized to execute on behalf of the City the Development Agreement as Amended between City and Developer.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on July 28TH, 2015 and finally adopted on _____, 2015 to become effective thirty days thereafter.

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

AYES:

NOES:

ABSENT:

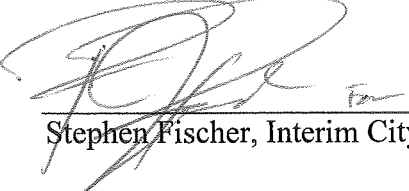
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney



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. 1-1

Reviewed By: City Manager W City Attorney SHF Finance MW Other (Specify) _____

DATE: July 8, 2015

TO: City Council

FROM: Martin Erickson, Deputy City Manager Martin Erickson

SUBJECT: License Agreement for Temporary Storage of Parking New Automobiles at Del Norte

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a month-to-month License Agreement for up to a one year period with Global Auto Processing Services, Incorporated (GAPS) for the temporary storage of new automobiles on a City vacant lot at the southeast corner of Del Norte Boulevard and Fifth Street next to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).
2. Approve a budget appropriation recognizing revenue from permit fees for the temporary storage of parking new automobiles by GAPS in the amount of \$203,040 to the Environmental Resources Operating Fund.

DISCUSSION

In May, 2015 GAPS inquired to City staff about temporary storage use of new automobiles on an 8.46 acre City owned vacant lot at the southeast corner of Del Norte Boulevard and Fifth Street next to the Del Norte Facility. Every year GAPS receives the importation and processes approximately 110,000 vehicles through its 154 acre facility at the Naval Construction Battalion Center in Port Huemene. Periodically, GAPS requires additional storage space to process new vehicles such as the 37 acre lot at the Camarillo Airport which stores several thousand vehicles.

On May 26, 2015, the City approved Temporary Special Use Permit No. 15-170-82 to allow GAPS temporary storage of new automobiles on 8.46 acres of the vacant lot next to the Del Norte Facility for the initial permit term from June 1, 2015 to July 31, 2015. In return, GAPS provides the City a permit fee of \$2,000 per acre equating to \$16,920 per month for the full capacity use of the 8.46 acres of land. The SUP requires that GAPS is responsible for the maintenance, security, cleanliness, and sanitation of the subject lot. GAPS provide security officers at the site 24 hours a day seven days a week. A chain link fence around the perimeter of the property and night lighting provide additional measures of security.

Subject: License Agreement for Temporary Storage of Parking New Automobiles

July 8, 2015

Page 2 of 2

GAPS wishes to extend its use of the City's vacant lot on a month-to-month basis for up to a year. Such an extension may be authorized by City Council approval of a License Agreement to continue this arrangement beyond the City Manager's authority. Staff recommends that City Council approve a month-to-month License Agreement for a maximum period of one year with GAPS pending final completion of the agreement.

FINANCIAL IMPACT

A budget appropriation of \$203,040 recognizes revenue in the Environmental Resources Operating Fund from permit fees for the temporary storage of new automobiles by GAPS on the City property located at the southeast corner of Del Norte Boulevard and Fifth Street next to the Del Norte Facility.

Attachment No. 1 - License Agreement

Attachment No. 2 - Budget Appropriation

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is entered into this 28th day of July, 2015, by and between the City of Oxnard, a California municipal corporation ("**City**") and Global Auto Processing Center, Inc., a California corporation ("**Licensee**"). City and Licensee are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, the City owns that certain real property commonly referred to as the Del Norte Vacant Lot, located at Southeast Corner of Del Norte Boulevard and Fifth Street, Oxnard, California as depicted in the attached Exhibit A, which is attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, the City wishes to grant a license to Licensee to enter the Property for the purpose of conducting the storage and parking of new automobiles ("**Activity**"); and

WHEREAS, Licensee desires to use the Property for the above-stated Activity pursuant to the terms set forth herein: and

WHEREAS, the City desires to make the Property available to Licensee to conduct the Activity pursuant to the terms set forth herein.

NOW, THEREFORE, the City and Licensee hereby agree as follows:

1. License Granted

a. Subject to the conditions contained in this Agreement, the City grants to Licensee a non-exclusive, revocable license to conduct the Activity in, on, over and across the Property (the "**License**").

b. Licensee shall conduct the Activity only during the term of this Agreement.

2. License Fee

Licensee shall pay City as compensation for the License a fee in the amount of Two Hundred Three Thousand and Forty Dollars (\$203,040.00), the receipt of which the City hereby acknowledges.

3. Maintenance

a. In consideration for the License, Licensee shall at all times:

(1) Maintain the Property and the area immediately surrounding the Property free of litter, trash and other debris, except to the extent the same are present at the commencement of the term of this Agreement.

(2) Cooperate with the City staff as requested.

(3) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.

(4) Return the Property in as good a condition as when the Agreement commenced.

4. Term of License

The term of this Agreement shall commence on August 1, 2015, and shall expire on July 31, 2016, unless extended or terminated as provided for herein.

5. Termination/Extension

a. This Agreement may be immediately terminated by the City Manager or designee ("**Manager**"), with or without cause, by notifying Licensee in writing of Manager's desire to terminate the Agreement.

b. This Agreement may be immediately terminated by Licensee, with or without cause, if Licensee notifies the City Manager in writing of Licensee's desire to terminate the Agreement.

c. The termination of this Agreement by either party shall result in the concurrent revocation of the License granted herein.

6. Permits, Licenses and Certificates

Licensee, at Licensee's expense, shall obtain and maintain during the term of this Agreement, all permits, licenses and certificates required in connection with the conduct of the Activity.

7. Taxes

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Activity, Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Activity.

8. Liens

Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

9. Hazardous Materials

a. Licensee covenants that it will not handle on or transport Hazardous Materials onto the Property. As used in this Agreement, "**Hazardous Materials**" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "**Environmental Law**" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee, the Activity or the Property. In the event the Property, or the Activity, now or in the future involves the handling or transporting of Hazardous Materials, Licensee agrees fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "**Hazardous Materials Standards**") concerning Hazardous Materials. Licensee further agrees that at City's request it will furnish City with proof, satisfactory to City, that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations, City may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon Licensee. Any waiver by City of any breach of Licensee's obligation shall not constitute a waiver of the right to terminate this Agreement for any subsequent breach which may occur, or to enforce any other provision of this Agreement. Upon termination, Licensee shall remove the Activity and restore the Property as herein provided.

b. Notwithstanding anything else contained in this Agreement and to the extent permitted by law, in case of a breach of the obligations contained in this Section, regardless of the negligence or alleged negligence of City, Licensee agrees to assume liability for and to save and hold harmless City from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of City and Licensee, and all related expenses, including without limitation attorneys' fees, investigators' fees and litigation expenses, resulting in whole or in part from Licensee's failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. Licensee, at its cost, shall assume the defense of all claims, in accordance with Section 9 hereof. Licensee agrees to reimburse City for all costs of any kind incurred as a result of the Licensee's failure to comply with this Section, including, but not limited to, fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of Licensee's handling, transporting, or disposing of Hazardous Materials on the Property. The

provisions of this Section 9.b. shall survive the expiration of this Agreement or its earlier termination.

c. It is understood and agreed that if Licensee does not now, or in the future, generate, handle, transport, treat, store or dispose of Hazardous Materials on the Property, Licensee is not subject to the provisions of Section 9.b.

10. Indemnity by Licensee

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, 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, arising out of or resulting from or in connection with: (i) Licensee's use, maintenance or repair of the Property; (ii) state of repair of the Property; (iii) presence of the Activity; or (iv) this Agreement. 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. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee 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 Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive the expiration of this Agreement or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

11. Insurance

a. Licensee shall obtain and maintain during the term of this Agreement the insurance coverages as specified in Exhibit INS-11, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.

b. Licensee shall, prior to use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-11. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-11.

12. Assumption of Risk and Waiver

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Activity, the Property, City's property and any other property of, or under the control or custody of, Licensee, which is on or near the Activity. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Property, accident or fire or other casualty on the Property, or electrical discharge, noise, noxious fumes or vibrations resulting from City's operations on or near the Property. Licensee, on behalf of itself and its Personnel, as a material part of the consideration for this Agreement, hereby waives all claims and demands against City for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives, for itself and its Personnel, the benefit of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This Section shall survive the expiration of this Agreement or its earlier termination. As used in this Section, "**Personnel**" means the Licensee, or its officers, directors, affiliates, or anyone directly or indirectly employed by Licensee or for whose acts Licensee is liable.

13. Subordinate Rights

This Agreement is subject and subordinate to the prior and future rights and obligations of City, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto City, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use the Property and other facilities and appurtenances in, upon, over, under, across and along the Property, and in connection therewith, the right to grant and convey to others, rights and interests to the Property in, on and around the Property. This Agreement is subject to all

licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "**Title Exceptions**") which may affect the Property now or hereafter, and the words "**grant**" or "**convey**" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions.

14. Waiver

The waiver by City of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

15. Abandonment

Should Licensee at any time abandon the Activity occurring on the Property, or any portion thereof, for a continuous period of six (6) months, City may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, City shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

16. Eviction, Abandonment or Sale

In the case of the eviction of Licensee by anyone owning or obtaining title to the Property on which the Activity is located, or the sale or abandonment by City of said premises, City shall not be liable to Licensee for any damage of any nature whatsoever or to refund any payment made by Licensee to City hereunder, except the proportionate part of any license charge which may have been paid hereunder in advance.

17. Condemnation

In the event all or any portion of the Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Activity. Any other commission or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to City.

18. Nondiscrimination

Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Property and the Activity are and shall be treated equally without regard to or because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights

Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

19. Further Acts

Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at City's sole discretion, the relocation of the Activity or the License granted herein at Licensee's sole cost and expense.

20. Waiver of Relocation Rights

LICENSEE HEREBY WAIVES ANY RIGHT TO RELOCATION ASSISTANCE, MOVING EXPENSES, GOODWILL OR OTHER PAYMENTS TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED, BUT FOR THIS WAIVER AND CITY'S EXPRESS RIGHT OF TERMINATION, UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, 42 UNITED STATES CODE SECTION 4601 ET SEQ. AND/OR THE CALIFORNIA RELOCATION ASSISTANCE LAW, AS AMENDED, GOVERNMENT CODE SECTION 7260 ET SEQ.

21. Governing Law

The construction and interpretation of this Agreement and the right and duties of the City and Licensee hereunder shall be governed by the laws of the State of California.

22. Compliance with Laws

Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the Property.

23. Notices

a. Any notices to the City may be delivered by mail addressed to: City of Oxnard, Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources / MRF Manager.

b. Any notice to Licensee may be delivered by mail addressed to: Global Auto Processing Center, Incorporated, 567 West Channel Island Boulevard, Suite 213, Port Hueneme, California 93041, Attention: Roy L. Crutcher.

24. Assignment

This Agreement and the License granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed,

without the prior written consent of City, which may be withheld in City's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give City the right to immediately terminate this Agreement.

25. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Licensee, for the benefit of the Property.

26. Amendment

This Agreement may be reviewed or amended at any time. Any amendments to this Agreement shall become effective only when agreed to in writing by both the Manager and Licensee.

27. Captions

The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

28. Time of Essence

Time is of the essence in this Agreement.

29. No Recording

Licensee shall not record or permit to be recorded in the official records of the county where the Property or the Activity is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

30. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City. Licensee acknowledges that the person executing this Agreement has been duly authorized by Licensee to do so on behalf of Licensee.

31. Joint and Several

In the event that two or more parties execute this Agreement as Licensee, all the covenants and agreements of Licensee in this Agreement shall be the joint and several covenants and agreements of such parties.

32. Severability

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

33. Entire Agreement

This Agreement constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supercedes all prior communications, agreements and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

LICENSEE

Tim Flynn, Mayor

By: _____
Roy L. Cruther, General Manager
Global Auto Processing Center, Inc.

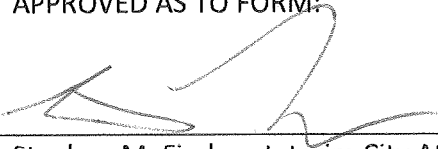
ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

Risk Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

EXHIBIT A

LEGAL DEPICTION OF PROPERTY

474,270 sq. ft./43,560 sq. ft. = 10.9 acres

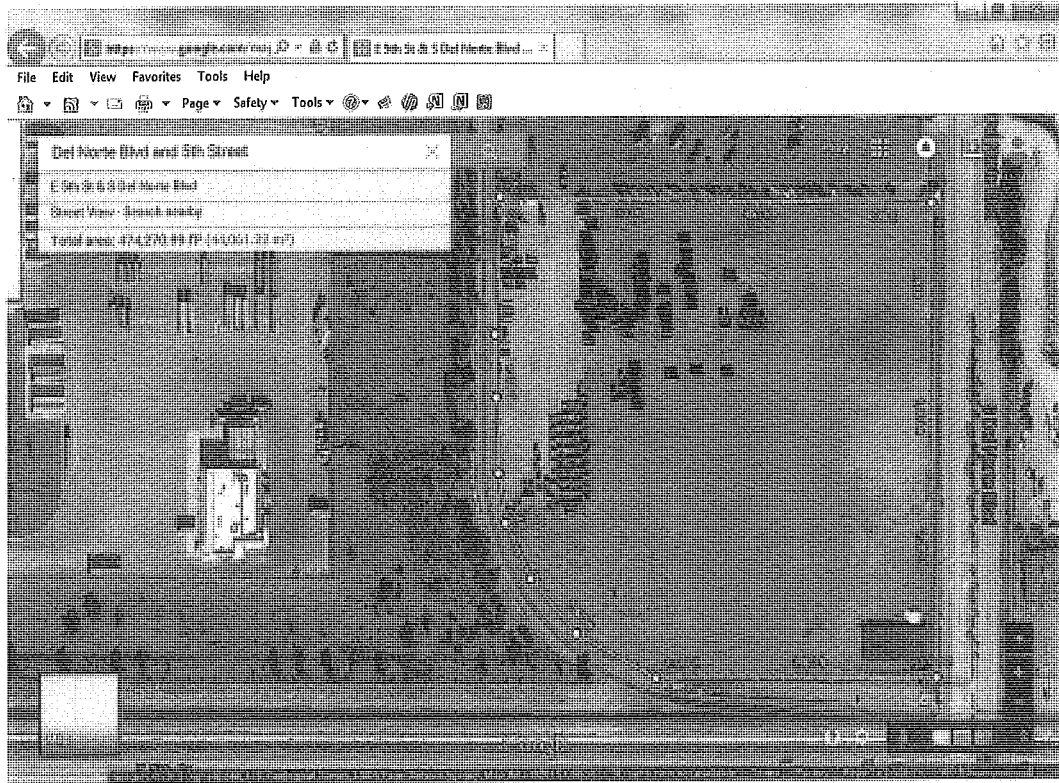


EXHIBIT INS-[]

INSURANCE REQUIREMENTS

ATTACHMENT 1
PAGE 12 OF 12

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program
Manager: Todd Vasquez-Housley

Date: July 28, 2015
Phone: 385-7957

Reason for Appropriation:

To recognize new revenue to the Environmental Resources Operating Fund from permit fees for the temporary storage use of parking new automobiles on City property located at the southeast corner of Del Norte Boulevard and Fifth Street next to the Del Norte Regional Recycling & Transfer, in accordance with Special Use Activity Permit No. 15-170-82 with Global Auto Processing Services, Incorporated.

Accounts and Descriptions

AMOUNT

Fund: **Environmental Resources Operating Fund 631**

Revenues/Transfers In

Environmental Resources/MRF (Material Recovery Facility)

631-6313-614-77XX	Permit Fees for Temporary Storage Use of Parking New Autos	<u>203,040</u>
	Sub-total Revenues	<u>203,040</u>

Net Change to Fund Balance 203,040

Net Appropriation Change 203,040

Approvals

Department Director

Chief Financial Officer

City Manager

[Signature]
D Campbell
[Signature]

ATTACHMENT 2
PAGE 1 OF 1



Meeting Date: 07/28/15

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

Prepared By: Thien Ng, P.E., Sr. Process Engineer Agenda Item No. L-2Reviewed By: City Manager JM City Attorney JBR Finance DVC Utilities ana

DATE: July 15, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director JM
Utilities DepartmentSUBJECT: **Agreement with Calleguas Municipal Water District for Construction and Use of Salinity Management Pipeline Temporary Discharge Service Connection for City of Oxnard (A-7814)****RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with Calleguas Municipal Water District (A-7814) for use of the Salinity Management Pipeline (SMP) as a recycled water conveyance distribution system to agricultural users on the Oxnard Plain.

DISCUSSION

The City's Advanced Water Purification Facility (AWPF) has completed startup operations and is available for full operation. The current production capacity of 6.25 million gallons per day (MGD) of high quality recycled water is only partially allocated at this time. The City does not have its own infrastructure to distribute all of the recycled water produced by the AWPF. Although the City is preparing to construct a pipeline to deliver recycled water to growers in the Oxnard Plain, planning, design and construction of an operational pipeline is twelve to eighteen months away.

The SMP follows a parallel route with the City's planned pipeline and is underutilized at this time. Staff determined connection to this existing SMP infrastructure provides a way to expedite delivery of recycled water to growers during this period of drought. City staff worked with Calleguas to develop an agreement that is mutually beneficial to both parties. The agreement has a term of 3 years, enough time for the City to construct its own pipeline.

On July 9, 2015 the Los Angeles Regional Water Quality Control Board unanimously approved the City's Amended Waste Discharge Requirements (WDRs) which allow the temporary use of Calleguas' SMP to deliver recycled water to local growers.

**Agreement with Calleguas Municipal Water District for Construction and Use of Salinity
Management Pipeline Temporary Discharge Service Connection for City of Oxnard (A-7814)**

July 15, 2015

Page 2

FINANCIAL IMPACT

The City will pay Calleguas their current non-brine discharge rate for water transported through the SMP. The rate is \$40/acre-foot and will increase to \$41.60/acre-foot on January 1, 2016. The City, in turn, will bill customers supplied off the SMP the non-brine discharge rate as a surcharge to the already approved Recycled Water Distribution Agreement. The City will incur nominal costs for ongoing regulatory compliance.

Attachment #1 - Agreement No. 7814

CALLEGUAS MUNICIPAL WATER DISTRICT

AGREEMENT FOR CONSTRUCTION AND USE OF SALINITY MANAGEMENT PIPELINE
TEMPORARY DISCHARGE SERVICE CONNECTION FOR CITY OF OXNARD

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, (the "Effective Date") by and between CALLEGUAS MUNICIPAL WATER DISTRICT, organized under the Municipal Water District Act of 1911, as amended, hereinafter referred to as the "DISTRICT" and the City of Oxnard hereinafter referred to as "DISCHARGER."

In consideration of the covenants and agreements set forth herein, IT IS AGREED:

I. GENERAL

- a. DISCHARGER requests that the DISTRICT allow DISCHARGER to design and construct a temporary discharge service connection (the "Temporary Connection") which will be installed on the DISTRICT's Salinity Management Pipeline ("SMP") at a location near the Control Valve Vault at Perkins and Hueneme Roads with an estimated discharge capacity of 4,000 gallons per minute (gpm).
- b. DISCHARGER, at its sole cost and expense, shall be responsible for construction and operation of the system from which flow will be discharged by DISCHARGER to the Temporary Connection and DISCHARGER agrees that such system shall be designed, modified, and constructed to accommodate the design criteria listed in Paragraph III of this Agreement at any and all times that DISCHARGER discharges to and through the Temporary Connection.
- c. DISCHARGER shall provide the design of the Temporary Connection to DISTRICT for review, comment, and approval prior to construction. DISTRICT shall be provided with at least 2 weeks to review each iteration of the design. DISCHARGER shall incorporate the DISTRICT's comments into the plans and specifications.
- d. Construction shall not commence until the DISTRICT approves the final design in writing.
- e. DISCHARGER shall notify DISTRICT in writing 7 calendar days before commencement of construction. Upon DISTRICT's request, DISTRICT shall have the right from time to time to inspect construction of the Temporary Connection and DISCHARGER shall provide access to the materials, equipment, and site as necessary to perform all such inspections.

II. ORDINANCE 19 AND OUTFALL DISCHARGE PERMIT

- a. DISCHARGER acknowledges and agrees that installation of the Temporary Connection and subsequent operation and use of the Temporary Connection and SMP shall be in accordance with and subject to the terms and conditions of the DISTRICT's Ordinance No. 19, as may be amended, modified, and changed by the DISTRICT from time to time as provided therein (hereinafter "Ordinance 19"), except that the DISCHARGER shall own, operate, and maintain the Temporary Connection and therefore Paragraphs 8B, 8G, 8H, and 8J shall not apply. Paragraph 8I shall apply except that the DISCHARGER shall be responsible for

testing and calibration. Additionally, Paragraphs 5C and 5D shall not apply. Otherwise, DISCHARGER shall at all times comply with the terms and conditions of this Agreement and Ordinance 19. A copy of Ordinance 19, in effect as of the date of this Agreement, is attached hereto as Exhibit A.

- b. DISCHARGER shall at all times comply with all requirements of the Waste Discharge Requirements for Calleguas Municipal Water District, Regional Salinity Management Pipeline, Oxnard (National Pollutant Discharge Elimination System No. CA0046521, CI-9404) and its successor permits (hereinafter, "Outfall Discharge Permit").
- c. DISCHARGER shall at all times comply with the Water Recycling and Waste Discharge Requirements for the City of Oxnard Groundwater Recovery, Enhancement, and Treatment Program – Nonpotable Reuse Project Phase 1 (Order No. R4-2011-0079-A01 amending Order No. R4-2008-0083. File No. 08-070) and its successor permits.

III. DESIGN CRITERIA

- a. The following criteria will be utilized as the basis of design for this Temporary Connection:

Minimum operating hydraulic grade line in SMP	100 ft above mean sea level
Maximum operating hydraulic grade line in SMP	130 ft above mean sea level
Maximum hydraulic grade line for surge in SMP	180 ft above mean sea level
Minimum discharge at the point of connection	400 gpm
Maximum discharge at the point of connection	4,000 gpm

IV. WATER QUALITY

- a. DISCHARGER shall pay the reasonable costs for the DISTRICT and/or its designated consultant to (i) conduct pre-connection sampling and water quality analysis and/or review available water quality data to verify that DISCHARGER's discharge will comply with the Outfall Discharge Permit, and (ii) if appropriate as determined by the DISTRICT, prepare a letter to the Regional Water Quality Control Board documenting compliance of DISCHARGER's proposed discharges with the limitations of the Outfall Discharge Permit.
- b. Prior to commencing these efforts, the DISTRICT shall prepare and deliver to DISCHARGER a cost estimate for such efforts and DISCHARGER shall provide to the DISTRICT a cash deposit in the full amount of the estimate. Upon completion of the pre-connection analysis and letter (if applicable), the DISTRICT will compile all costs associated with these efforts. If the reasonable costs exceed the sum of the deposits made by DISCHARGER, DISCHARGER shall pay the DISTRICT the difference within 60 days of receipt of an invoice. If the costs are less than the sum of the deposits made by DISCHARGER, the DISTRICT will, at its election, either pay DISCHARGER the difference within 60 days or apply the balance to the surge analysis cost deposit described in Paragraph V, below.
- c. DISCHARGER shall not be permitted to begin discharging to the Temporary Connection or otherwise use the SMP until the DISTRICT determines that DISCHARGER'S discharge complies with the Outfall Discharge Permit and notifies the DISCHARGER in writing. DISCHARGER is solely responsible for adopting and

implementing all necessary contingency plans to minimize or avoid any adverse consequences resulting from any delay in the use of the SMP.

V. SURGE

- a. DISCHARGER shall pay the reasonable costs for the DISTRICT and/or its designated consultant to perform a surge analysis for the discharge in order to assure that the SMP is not subjected to hydraulic transients which may cause structural damage.
- b. Prior to commencing the surge analysis, the DISTRICT shall prepare and deliver to DISCHARGER a cost estimate and DISCHARGER shall provide to the DISTRICT a cash deposit in the full amount of the estimate. Upon completion of the surge analysis, the DISTRICT will compile all costs associated with the analysis. If the reasonable costs exceed the sum of the deposits made by DISCHARGER, DISCHARGER shall pay the DISTRICT the difference within 60 days of receipt of an invoice. If the costs are less than the sum of the deposits made by DISCHARGER, the DISTRICT will pay DISCHARGER the difference within 60 days.
- c. DISCHARGER shall install, operate, and properly maintain all surge protection facilities (the "Surge Protection System") as recommended by, and in accordance with, the surge analysis. DISCHARGER shall operate and maintain the Surge Protection System in a way that does not cause any hydraulic transients or pressure changes at the Temporary Connection. The DISTRICT reserves the right, in its sole discretion, to suspend, curtail, terminate, or otherwise interrupt DISCHARGER's discharges into the SMP should the Surge Protection System fail in whole or in part for any reason, including but not limited to DISCHARGER's failure to properly maintain and operate the Surge Protection System. In addition to all other remedies available to the DISTRICT under this Agreement and applicable law, DISCHARGER shall timely pay for all repairs to the DISTRICT's facilities which result from improper operation and maintenance of the Surge Protection System.
- d. DISCHARGER shall not be permitted to begin discharging to the Temporary Connection or otherwise use the SMP unless and until the DISTRICT is satisfied with the results of the surge analysis and notifies DISCHARGER in writing. DISCHARGER is solely responsible for adopting and implementing all necessary contingency plans to minimize or avoid any adverse consequences resulting from any delay in the use of the SMP.

VI. CAPITAL COSTS

- a. The DISCHARGER is responsible for all design, construction, and other costs associated with the Temporary Connection.

VII. AVAILABILITY OF SERVICE

- a. DISCHARGER acknowledges and agrees that service and access may be suspended, interrupted, or terminated as provided in this Agreement and/or in accordance with Ordinance 19. DISCHARGER further acknowledges and agrees that the DISTRICT shall not be liable to DISCHARGER or any other person or entity for any loss, liability, damage, claim, or other consequences resulting from the suspension, interruption, or termination of service in accordance with

Ordinance 19. DISCHARGER is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

VIII. TERMINATION

- a. This Agreement shall automatically terminate on the 3 year anniversary of the Effective Date.
- b. The DISTRICT may immediately terminate this Agreement at any time if it determines, in its sole discretion, that continuation of service pursuant to this Agreement is detrimental to the operations or legal or regulatory compliance of the DISTRICT, Camrosa Water District, Port Hueneme Water Agency, or any discharger within the Calleguas Creek Watershed.
- c. This Agreement may be terminated at any time by mutual written agreement of DISTRICT and DISCHARGER.
- d. Within 90 days of the expiration or termination of this Agreement for any reason, DISCHARGER shall, at its sole cost and expense, remove the Temporary Connection and generally restore the SMP facilities to its condition prior to installation of the Temporary Connection. If the DISCHARGER fails to do so, the DISTRICT may, at its option, do so and the DISCHARGER agrees to reimburse the DISTRICT for the associated costs.
- e. The following rights and obligations shall survive the expiration or termination of this Agreement: (i) all outstanding payment obligations pursuant to this Agreement; (ii) DISCHARGER's representations, warranties, and covenants contained in this Agreement; (iii) DISCHARGER's obligation to indemnify the DISTRICT as provided in Ordinance 19; (iv) the DISTRICT's disclaimer and limitations of liability contained in Section 7 of Ordinance 19 and Paragraph VII of this Agreement, and (v) Paragraph XV d. and XV e. of this Agreement.

IX. ASSIGNMENT AND TRANSFER

- a. DISCHARGER shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the DISTRICT which may be given or withheld in the DISTRICT's sole discretion.

X. AMENDMENT

- a. This Agreement may only be changed by written amendment signed by both parties; provided, however, that DISCHARGER acknowledges and agrees that DISCHARGER is subject to and shall be bound by any and all amendments, modifications, and changes to Ordinance 19 and/or the Outfall Discharge Permit, without the need for any written amendment to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

XI. REPRESENTATIONS AND WARRANTIES

- a. As a material inducement to the DISTRICT to enter into this Agreement, DISCHARGER represents, warrants, and covenants to the DISTRICT which representation, warranties and covenants shall survive termination of this Agreement, that:
- i. DISCHARGER is duly organized, validly existing and in good standing under the laws of the State of California and has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder;
 - ii. DISCHARGER's execution and delivery of this Agreement, and its performance of all of its obligations, will not violate or constitute an event of default under any agreement or instrument to which DISCHARGER is a party or by which it is bound;
 - iii. All proceedings and approvals required to be taken by or on behalf of DISCHARGER to authorize and perform this Agreement have been duly and properly taken, and this Agreement is a valid and binding obligation of DISCHARGER enforceable in accordance with its terms;
 - iv. To the best of DISCHARGER's knowledge, there is no litigation, proceeding, or investigation pending or threatened, to which it is or would be a party, which, if adversely determined, might materially and adversely affect the ability of DISCHARGER to perform its obligations under this Agreement, or which raises a question as to the validity of this Agreement, or any action to be taken hereunder;
 - v. DISCHARGER shall at all times comply with the terms of this Agreement and all laws, rules, regulations, ordinances, and all orders of government and regulatory authorities having jurisdiction, as the same are applicable to DISCHARGER's ownership, operation, and maintenance of all property and facilities of or relating to the Temporary Connection and the SMP; and
 - vi. No approval, authorization or consent of any government agency or body, or any other person or entity, is required for the valid execution, delivery, and performance of this Agreement by DISCHARGER except for such as have been duly obtained as of the Effective Date. No registration or filing with any government agency or body, or any other person or entity is required for the valid execution, delivery and performance of this Agreement by DISCHARGER except as has been duly completed as of the Effective Date.

XII. COOPERATION

- a. In addition to its duties and obligations under this Agreement, DISCHARGER agrees to reasonably cooperate with the DISTRICT as the DISTRICT may request from time to time. Without limiting the foregoing, DISCHARGER agrees to timely provide to the DISTRICT information requested and access to DISCHARGER's personnel and facilities as reasonably necessary to carry out the purpose and intent of this Agreement.

XIII. CONFLICT

- a. Except as specifically set forth in Section II.a. of this Agreement, if any term of this Agreement conflicts with the terms of Ordinance 19, Ordinance 19 shall govern to the extent of such conflict.

XIV. ACKNOWLEDGMENT

- a. DISCHARGER acknowledges that it has voluntarily elected to participate in the SMP and by entering into this Agreement DISCHARGER acknowledges and agrees to all of the terms, conditions, and requirements of this Agreement, Ordinance 19, and the Outfall Discharge Permit, including without limitation the obligations of DISCHARGER to defend and indemnify the DISTRICT as provided in Ordinance 19. The DISTRICT is entering into this Agreement with DISCHARGER in reliance upon this acknowledgement and agreement.

XV. MISCELLANEOUS

- a. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- b. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, regarding its subject matter and contains the entire agreement between the parties relating thereto.
- c. Subject to the restrictions on assignment set forth above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- d. In the event that any dispute between the parties arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs, and expenses (including attorney's fees) incurred in such action.
- e. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for all legal or equitable actions relating to or arising from this Agreement shall be Ventura County, California.
- f. If any term, covenant, condition, or provision of this Agreement, is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
- g. Any notice, demand or request to be given under or pursuant to this Agreement shall be given in writing at the physical addresses set forth below by personal service; telecopy; overnight courier; or registered or certified, first class mail, return receipt requested:

If to the DISTRICT: Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, California 91360
Attn: General Manager

If to DISCHARGER: City of Oxnard
300 West 3rd St.
Oxnard, California 93030
Attn: Utilities Director

- h. All Recitals set forth above, and all Exhibits attached to this Agreement are intended to be and hereby are specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement in Ventura County, California, and have caused this Agreement to be executed in duplicate on the day and year first above written.

CALLEGUAS MUNICIPAL WATER DISTRICT

By _____
Susan B. Mulligan
General Manager

CITY OF OXNARD

By _____
Tim Flynn, Mayor

Attest:

By _____
Daniel Martinez, City Clerk

Approved as to Form:

By Jan For
Stephen M. Fischer, Interim City Attorney

Approved as to Content:

By Daniel Rydberg
Daniel Rydberg, Interim Utilities Director

Approved as to Insurance:

By _____
, Risk Manager

Approved as to Amount:

By Greg Nyhoff
Greg Nyhoff, City Manager

ORDINANCE NO. 19

AN ORDINANCE OF CALLEGUAS MUNICIPAL WATER DISTRICT COVERING THE RULES AND
REGULATIONS FOR USE OF THE SALINITY MANAGEMENT PIPELINE

WHEREAS, Calleguas Municipal Water District (the "District") is a public agency and special district created in 1953 by a vote of the electorate and organized pursuant to the Municipal Water District Act of 1911, as amended; and

WHEREAS, the District has constructed the Salinity Management Pipeline (the "SMP") for the purposes of facilitating the development of local water supplies to enhance water supply reliability, protecting the Las Posas Aquifer Storage and Recovery wellfield from salts intrusion, and assisting in bringing the Las Posas Basin to safe yield; and

WHEREAS, the District is committed to operating and maintaining the SMP for its long-term water quality and water supply benefits to the District's purveyors, the basin, and others; and

WHEREAS, the Board of Directors finds that these requirements are for the purpose of meeting operation and construction expenses and complying with permit conditions for protection of the environment, and are therefore exempt from requirements of the California Environmental Quality Act;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CALLEGUAS MUNICIPAL WATER DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. That, subject to all applicable provisions of the Municipal Water District Act of 1911, as amended, the following rules, regulations, and rate structures governing the use of the SMP are hereby adopted and shall become effective on the date adopted by the Board of Directors.

SECTION 2. DEFINITIONS.

- A. "Board of Directors" or "Board" shall refer to the Board of Directors of the Calleguas Municipal Water District.
- B. "Brine" is concentrate produced by the membrane treatment process of Groundwater, Potable Water, or Recycled Water.
- C. "California Ocean Plan" shall be the version of the Water Quality Control Plan, Ocean Waters of California, currently adopted by the State Water Resources Control Board.
- D. "Discharger" is any person or entity that discharges to the SMP.
- E. "District" shall mean the Calleguas Municipal Water District, duly organized under and by virtue of the Municipal Water District Act of 1911, as amended.

07-Sep-2011

- F. "General Manager" shall refer to the General Manager of the Calleguas Municipal Water District.
- G. "Groundwater" is water extracted from within geologic deposits beneath the earth's surface, typically via a well.
- H. "High Flow Charge" is a charge applied when a Discharger's discharge at a given Service Connection exceeds the established maximum rated flow capacity of that particular Service Connection.
- I. "Low Flow Charge" is a charge applied when a Discharger's discharge at a given Service Connection is less than one (1) foot per second of velocity and above zero through the meter of that particular Service Connection.
- J. "Non-Brine" is any flow that is an allowable discharge to the SMP, but is not Brine.
- K. "Outfall Discharge Permit" means and refers to the Waste Discharge Requirements for Calleguas Municipal Water District, Regional Salinity Management Pipeline, Oxnard (National Pollutant Discharge Elimination System No. CA0046521, CI-9404) and its renewals and successor permits, each as may be modified or amended from time to time.
- L. "Potable Water" is water that is suitable for human consumption delivered through a public water system, as defined by the California Department of Public Health.
- M. "Recycled Water" is disinfected tertiary recycled water, as defined by the California Department of Public Health.
- N. "Service Connection" shall mean all pipes, valves, meters, instrumentation, and other necessary or usual appurtenances required for operation, measurement, and sampling of discharge to the SMP by a Discharger.

SECTION 3. GENERAL REQUIREMENTS.

A. Allowable Discharges.

- i. Only the following may be discharged to the SMP:
- Recycled Water
 - Groundwater
 - Potable Water
 - Brine from the membrane treatment of any of the above.

- ii. Dischargers shall not be allowed to discharge to or through the SMP any surface water, irrigation runoff, stormwater runoff, or any other substances which are not expressly permitted under the Outfall Discharge Permit.
- B. Termination or Suspension of Service. The District reserves the right, at any time and from time to time, to suspend or terminate operation of the SMP, or any portion thereof, and/or suspend or discontinue service to a Discharger, for violation of this Ordinance, any agreement related to the SMP or discharge connection, or any reason that prevents the District from operating the SMP legally or safely.
- C. Access. Discharger shall allow the District access to Discharger's sites and facilities as may be requested by the District from time to time in order for the District's employees, contractors and agents, to confirm compliance with this Ordinance, the Outfall Discharge Permit, California Ocean Plan, and any agreement entered into with the District concerning the SMP.
- D. Additional Studies. Discharger shall pay for and timely perform all additional studies and prepare all additional reports required of a Discharger pursuant to the Outfall Discharge Permit. Discharger shall also reasonably cooperate with the District if the District elects from time to time to conduct or participate in any other studies relating to the operation of the SMP.
- E. Surge. Discharger shall install, operate, and at all times properly maintain surge protection facilities necessary to prevent its discharge from causing hydraulic transients in the SMP in a manner and timeframe acceptable to the District.
- F. Documents and Reports. Discharger shall provide such documents, reports and information regarding Discharger's discharges and participation in the SMP as may be requested by the District in a manner and timeframe acceptable to the District.

SECTION 4. MODIFICATIONS AND AMENDMENTS

- A. This Ordinance and the Outfall Discharge Permit shall be posted on the website the District maintains at <http://smp.calleguas.com> (the "Website"). The District reserves the right to amend, modify or change the terms of this Ordinance from time to time and the Outfall Discharge Permit is also subject to amendment, modification or change from time to time.
- B. The District shall provide written notice ("Notice of Ordinance Change") to Discharger if the District adopts any amendment, modification or change to this Ordinance, and an updated version of this Ordinance shall be posted on the Website. Such amendment, modification or change to this Ordinance shall take effect 30 days from the date of the Notice of Ordinance Change. If Discharger objects to the amendment, modification or change, Discharger may terminate its participation in the SMP by delivering written notice to the District within the 30 day notice period.

- C. Within 7 days of receiving notice of any proposed change to the Outfall Discharge Permit, the District shall provide Discharger with written notice of the proposed change (the "Notice of Permit Change") and, if possible, the proposed effective date of such change. If Discharger objects to the proposed change, Discharger may terminate its participation in the SMP by delivering written notice to the District within 30 days from the date of the Notice of Permit Change or prior to the proposed effective date of the change, whichever is earlier.
- D. Discharger's failure to deliver timely notice of termination and/or Discharger's continued use of the Service Connection after receipt of a Notice of Ordinance Change or Notice of Permit Change shall constitute Discharger's consent to such amendments, modifications or changes to those instruments.

SECTION 5. RATES AND CHARGES.

- A. Each Discharger shall be obligated to pay for all discharges made by the Discharger to the SMP at the appropriate rate as established from time to time by the Board of Directors. Rates per acre-foot of discharge to the SMP shall be established for Brine and Non-Brine.
- B. The billing rate for discharge by a Discharger that is not within the established District service area shall be 150% of the rate for discharge of Brine or Non-Brine, as appropriate.
- C. When a Discharger's discharge exceeds the established maximum flow capacity of that particular Service Connection, a High Flow Charge calculated at one hundred and fifty percent (150%) of rated maximum capacity of the Service Connection will be assessed for each tenth of an hour of operation over the established maximum flow capacity.
- D. When a Discharger's discharge flow velocity at a given Service Connection is below one (1) foot per second through the meter of that particular Service Connection and above zero, a Low Flow Charge calculated at 10% of the rated maximum capacity of the Service Connection will be assessed for each tenth of an hour of operation below this important accuracy value.
- E. Each Discharger shall be obliged to pay for the operations, maintenance, replacement, and repair costs for each of its Service Connections, including, but not limited to, labor, parts, and water quality sampling and analysis. These costs will be calculated and incorporated into the rates and charges established from time to time by the Board of Directors. The District will bill the Discharger monthly for these costs.
- F. The Board of Directors shall have the absolute and sole authority to change the rates specified in this Ordinance, implement new rates, and/or pass through any charges imposed on the District as set forth in Section 9.E. The Board of Directors shall make every reasonable effort to provide sixty (60) days advance notice to all Dischargers of such rate changes.

SECTION 6. BILLING. The billing period shall run from the first calendar day of the month through the last calendar day of the month. As soon after the billing period as practicable, the District will mail or deliver to each Discharger a statement of its bill for the preceding month. All bills or charges shall be due and payable immediately upon receipt. The following conditions also apply:

- A. Delinquencies/Penalties. A bill shall be delinquent if not paid by the last business day of the month in which it was mailed to Discharger. Delinquent bills are subject to a penalty of one percent (1%) of the outstanding balance which shall be added thereto and charged to and collected from the Discharger on a monthly basis, including the previous month's penalty. If full payment is not received in the District Office within sixty (60) days after such bill has become delinquent, the District may pursue all remedies and take any action it deems appropriate, including, but not limited to, suspension or termination of service. Notice of suspension or termination of service for non-payment will be given to the delinquent Discharger by registered mail at least ten (10) days prior to the date such action will take effect.
- B. Cash Deposit. Whenever any Discharger fails to pay its bills, the Board of Directors may require as a condition for future service a cash deposit, in an amount determined by the Board, to guarantee the prompt payment of the account in the future. The Board of Directors shall have full power to determine whether or not such deposit shall be made and the amount thereof, and the time when the requirement for deposit by any Discharger shall be discontinued.
- C. Application of Deposit. If a Discharger who has made such deposit fails to pay its delinquent bill or bills, including all added penalties, within thirty (30) days after delinquency, the District may apply the deposit to the Discharger's account and discontinue service to the Discharger until such time as the balance due, less the applied deposit, has been fully paid and a new deposit in the amount determined by the District under Subsection B has been fully restored by the Discharger.

SECTION 7. AVAILABILITY OF SERVICE.

- A. Emergency Interruptions. The District shall have the right to suspend, interrupt, or terminate SMP service without prior notice to Discharger in the event of an emergency, as determined by the District in its sole discretion.
- B. Interruption of Service for Cause. In addition to all other rights and remedies of the District as provided in this Ordinance and any agreement entered into with a Discharger relating to the SMP, the District may indefinitely suspend or terminate a Discharger's access to and use of the SMP if the District determines that Discharger has violated any term of this Ordinance or any agreement with the District related to the SMP. The District shall use reasonable efforts to provide Discharger with prior notice of the violation and the decision to suspend or terminate service; provided, however that if the District determines that the nature of

the violation is such that providing such prior notice would have an adverse impact on the District or on operation of the SMP, no prior notice shall be required.

- C. Other Interruptions of Service. The District may interrupt a Discharger's service and/or operation of the SMP at any time and from time to time as the District deems necessary to facilitate routine maintenance, internal inspection, rehabilitation, and improvement projects on the SMP or other District facilities. Except in cases of emergency, as determined by the District, notice of such interruption of service shall be given to each affected Discharger in advance of such interruption. The SMP has no redundancy and may be out of service for indeterminate periods of time for planned maintenance or for unplanned repairs.
- D. No Liability. The District shall not be liable to any Discharger or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits or income, resulting from the suspension, interruption, or termination of service and/or Discharger's access to and use of the SMP. Each Discharger is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.
- E. Priority of Service. In the event of capacity constraints, Brine discharges will have priority over Non-Brine discharges.

SECTION 8. SERVICE CONNECTIONS.

- A. Application for Service Connection. Any person or entity wishing to discharge into the SMP at a particular location shall submit a written application for a Service Connection to the District on a form provided by the District. The decision whether to approve the application shall be solely within the discretion of the District. If the application is approved, the proposed Discharger shall enter into an Agreement for Construction and Use of Salinity Management Pipeline Discharge Service Connection in the form provided by the District. No person or entity shall discharge into the SMP or otherwise use the SMP unless and until the requirements of this provision have been met.
- B. Ownership of Facilities. The Service Connections installed hereunder shall be and become the property of the District downstream from the upstream flange of the isolation valve which is located upstream of the flow meter. The Discharger will own, operate and maintain any facilities upstream of the isolation valve. The District will operate, maintain, repair, and replace the Service Connection at the Discharger's expense when the District determines that such Service Connection has been rendered unserviceable through normal wear and tear.
- C. Operation of Valves. Shutoff valves at Service Connections or on pipelines belonging to the District shall not be operated by the Discharger without the District's prior written consent. Authorized consent may only be granted by the District's General Manager or Manager of Operations and Maintenance, or a duly appointed designee of either of them.

- D. Tampering. It shall be unlawful for any person to meddle, tamper with, or operate any District facilities, including, but not limited to, Service Connections, pipelines or valves without the District's prior written consent. Authorized consent may only be granted by the District's General Manager or Manager of Operations and Maintenance, or a duly appointed designee of either of them. It is unlawful for any person to tap, break or damage any District pipeline, Service Connection or appurtenances, or any other equipment of the District.
- E. Access and Use of District Facilities. Dischargers shall not enter District facilities, including buildings, cabinets, and vaults, nor use District facilities to support or house Discharger equipment without prior written approval from the District.
- F. Communication. Dischargers are to promptly report to the District's Operations Center at (805) 579-7137 any leaks, failures of equipment, security breaches, and other matters which come to their attention and require timely response of the District's staff. All requests for routine operational assistance may be directed to the District's Operations Center or to the appropriate District supervisor. Inquiries about policies and procedures, general information, and coordination for project planning should be directed to the Manager of Operations and Maintenance. Requests to initiate new service or modify the rated capacity of existing Service Connections must be made in writing and submitted to the General Manager.
- G. District Equipment as Billing Meter. The District's equipment shall be used as the primary billing meter to calculate flow rates, accumulate discharge quantities, and determine the occurrence and duration of High and Low Flow Charge penalty periods. Discharger metering data shall only be considered by the District when the District determines that its own equipment is inoperable.
- H. Metering Equipment Standards. The District's established standard for metering equipment used for Discharger billing of discharges to the SMP shall be an ultrasonic meter. The meter shall be configured to provide an input to a device which calculates rate of flow and accumulated discharge.
- I. Meter Testing. The District shall calibrate and test all metering components a minimum of once annually to confirm accuracy of plus or minus two percent ($\pm 2.0\%$). A Discharger may request to have a Service Connection meter tested by the District whenever the Discharger suspects inaccuracy. The Discharger affected shall have the right to witness any such test. In the event that such test shall disclose an error exceeding plus or minus two percent ($\pm 2.0\%$), an adjustment shall be made in metered charges to the Discharger affected, covering the known or estimated extent and period of duration of such error up to a six-month period. If such test shall disclose an error exceeding plus or minus two percent ($\pm 2.0\%$), the expenses of such test shall be borne by the District; otherwise, such expenses shall be borne by the Discharger requesting such test.

- J. District Provided Controls. The District will install and maintain flow rate signals, valve open and close control inputs, and rate-of-flow controls at Service Connections for the Discharger. All District supplied signals and controls are provided as a courtesy to the Discharger. It is the responsibility of the Discharger to control their own system and maintain operations within the rated capacity of their Service Connection(s), and any reliance upon District equipment is done solely at the risk of the Discharger. The inaccuracy or failure of District provided flow signals and controls does not constitute cause to avoid payment of High or Low Flow Charges, nor to dispute the metered totals. The District reserves the right to remove controls if it so desires.
- K. Hydraulic Transients. Dischargers shall operate their systems in a way that does not cause hydraulic transients or pressure changes at Service Connections. The District reserves the right, in its sole discretion, to terminate a Discharger's service, access and use of the SMP should the Discharger fail to properly maintain and operate their surge protection equipment. A Discharger shall be financially responsible for all repairs to District facilities which result from the Discharger's operations.

SECTION 9. WATER QUALITY.

- A. Discharger shall ensure that all of its discharges shall at all times comply with all water quality and other requirements of the Outfall Discharge Permit and California Ocean Plan. Compliance shall be achieved for the Discharger's discharge only, without consideration for mixing with other SMP flows.
- B. The District may from time to time, without notice, perform sampling of discharges at Discharger's Service Connection and at the outfall for the SMP to determine whether discharges are in compliance with this Ordinance and the Outfall Discharge Permit. Discharger consents to such sampling and agrees that the District may rely upon such sampling for purposes of determining Discharger's compliance with this Ordinance and the requirements of the Outfall Discharge Permit and California Ocean Plan. Sampling and laboratory analysis costs for each Discharger's Service Connection shall be assessed to that Discharger.
- C. Discharger may request permission, in writing, from the District to conduct some or all of its own sampling and analysis. The District may choose to grant or deny permission at its discretion. Any such permission shall be granted in writing and the Discharger shall abide by any terms and conditions included in the permission.
- D. The District reserves the right to immediately suspend or discontinue service for water quality violations.
- E. Discharger will reimburse the District for any fines, penalties, or charges levied against the District due to the failure of the Discharger to comply with the discharge requirements.

SECTION 10. COMPLIANCE.

- A. In addition to all of Discharger's duties and obligations specified in this Ordinance, Discharger shall at all times comply with all laws, rules, regulations, ordinances, and all orders of government and regulatory authorities having jurisdiction, applicable to Discharger's participation in the SMP, including without limitation its ownership, operation and maintenance of all property and facilities of or relating to the Connection and the SMP.

SECTION 11. INDEMNITY

- A. Discharger shall hold harmless, defend, and indemnify the District and its directors, officers, managers, agents and employees (collectively referred to herein as the "District") from and against any and all liability, loss, damage, expense, claim, judgment, settlement, fine, penalty, assessment, attorney's fees and costs (including without limitation costs and fees of litigation) of every kind and nature whatsoever, including, but not limited to, injury to or death of any person, damage to or destruction of property of any person or entity, or violation of any law, statute, rule, regulation, ordinance or any order of a government or regulatory agency having jurisdiction (individually a "Claim" and collectively "Claims") that arise from or relate to any of the following:
- i. Negligent acts, errors, or omissions of Discharger, its owners, officers, directors, managers, employees, agents and/or contractors in connection with the Service Connection and/or the SMP.
 - ii. Recklessness or willful misconduct of Discharger, its owners, officers, directors, managers, employees, agents and/or contractors in connection with the Service Connection and/or the SMP.
 - iii. The type and quality of all discharges by Discharger, including without limitation any Claim arising from or relating to the failure of Discharger, and/or the failure of Discharger's discharges, to comply with the requirements of this Ordinance, the Outfall Discharge Permit, and/or any agreement entered into between the District and Discharger with respect to the Service Connection and/or the SMP.
 - iv. Discharger's operation of any of its facilities or the acts or omissions of any of its owners, officers, directors, managers, employees, agents and/or contractors.
 - v. Any activity under Discharger's exclusive control.
 - vi. Discharger's failure to comply with (a) any requirement of the Outfall Discharge Permit or California Ocean Plan, (b) any term of this Ordinance, and/or (c) any term of any agreement between Discharger and the District relating to the Service Connection and/or the SMP.
- B. The District shall hold harmless, defend, and indemnify the Discharger and its directors, officers, managers, agents and employees (collectively referred to herein as the "Discharger") from and against any and all liability, loss, damage, expense, claim, judgment,

settlement, fine, penalty, assessment, attorney's fees and costs (including without limitation costs and fees of litigation) of every kind and nature whatsoever, including, but not limited to, injury to or death of any person, damage to or destruction of property of any person or entity, or violation of any law, statute, rule, regulation, ordinance or any order of a government or regulatory agency having jurisdiction (individually a "Claim" and collectively "Claims") to the extent such Claim is caused by any of the following:

- i. Negligent acts, errors, or omissions of the District, its owners, officers, directors, managers, employees, agents and/or contractors in the design, construction, or repair of the Service Connection or the SMP. The Discharger acknowledges and agrees that for purposes of the District's obligation to indemnify hereunder, the "Service Connection" and the "SMP" refer only to the portion of those facilities that were designed and/or constructed by the District or the District's contractors.
 - ii. Recklessness or willful misconduct of the District, its owners, officers, directors, managers, employees, agents and/or contractors with respect to the District's operation of the SMP.
 - iii. Any activity under the District's exclusive control.
 - iv. The District's failure to comply with (a) the District's sampling, reporting, and inspection obligations under the Outfall Discharge Permit or California Ocean Plan, (b) the District's obligations under this Ordinance, and/or (c) the District's obligations under its agreement with the Discharger relating to the Service Connection and the SMP.
- C. Any assertion of negligence, breach, or violation of law by the party to be indemnified hereunder (the "Indemnified Party") shall not relieve the party required to indemnify (the "Indemnifying Party") from its obligation to indemnify. However, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for that portion of any Claim determined by the trier of fact to have been caused by the negligence or willful misconduct of the Indemnified Party.
- D. Upon request of the Indemnified Party, the Indemnifying Party shall defend, at its sole cost and expense, any and all allegations, claims, demands, suits, and all other legal proceedings of every kind that may be brought or instituted against the Indemnified Party, arising from or relating to a Claim for which the Indemnified Party is entitled to indemnification pursuant to this paragraph 11. The Indemnified Party shall have the right, but not the obligation, to approve any counsel retained under this paragraph, provided however that such approval shall not be unreasonably withheld. Without limiting its obligations under this paragraph, the Indemnifying Party agrees that the Indemnified Party has the right to participate in the defense of any matters that relate to the Indemnified Party, or any of them, and that no action, claim, or suit shall be settled without the Indemnified Party's consent, such consent not to be unreasonably withheld. If, at any time, the Indemnified Party makes a good faith determination that a conflict exists with respect to its interests and the interests of the Indemnifying Party, then the Indemnified Party may retain independent counsel of its own choosing whose reasonable fees shall be paid by the Indemnifying Party.

- E. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law, including any right to implied indemnity. The Indemnifying Party's obligation to indemnify shall not be limited or restricted to insurance proceeds, if any, received by the Indemnified Party.

SECTION 12. LEGAL CHALLENGES. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 13. ADMINISTRATION. All SMP service shall be in accordance with these rules and regulations unless otherwise approved by the Board of Directors. These rules and regulations may be amended, modified, changed or repealed by the Board of Directors by resolution or ordinance.

SECTION 14. NOTICES. All notices and communications from agencies to the District relating to the SMP or the administration of these rules and regulations by the District shall be addressed to the General Manager of the District, 2100 Olsen Road, Thousand Oaks, California 91360.

SECTION 15. EFFECTIVE DATE AND SUNSET. This Ordinance shall be given effect at 12:01 a.m. on September 8, 2011. This Ordinance shall not have a sunset date.

ADOPTED, SIGNED, AND APPROVED this 7th day of September, 2011.



Ted Grandsen, President
Board of Directors

On motion by Director Hauser, and seconded by Director Seaver,
the foregoing ordinance is adopted upon this 7th day of September, 2011, by the following vote:

AYES: Director Hauser, Director Quady, Director Seaver, Director Grandson

NAYS: NONE

ABSENT: Director Pringle

I HEREBY CERTIFY that the foregoing Ordinance was adopted at a regular meeting of the Board
of Directors of Calleguas Municipal Water District held on September 7, 2011.

ATTEST:

Donald G. Hauser

Donald G. Hauser, Secretary
Board of Directors

(SEAL)

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

320 W. 4th Street, Suite 200, Los Angeles, California 90013
Phone (213) 576-6600 • Fax (213) 576-6640
<http://www.waterboards.ca.gov/losangeles/>

**ORDER R4-2014-0033
NPDES NO. CA0064521**

**WASTE DISCHARGE REQUIREMENTS
FOR CALLEGUAS MUNICIPAL WATER DISTRICT
REGIONAL SALINITY MANAGEMENT PIPELINE**

The following Discharger is subject to waste discharge requirements (WDR's) set forth in this Order:

Table 1. Discharger Information

Discharger	Calleguas Municipal Water District
Name of Facility	Regional Salinity Management Pipeline (RSMP)
Facility Address	2100 Olsen Road
	Thousand Oaks, CA 91360-6800
	Ventura County

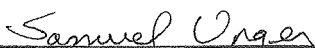
Table 2. Discharge Location

Discharge Point	Effluent Description	Discharge Point Latitude	Discharge Point Longitude	Receiving Water
001	Treated wastewater and concentrate from brackish groundwater desalter plants and wastewater treatment facilities	34° 08' 34.75" N	119° 11' 33.72" W	Pacific Ocean at Port Hueneme Beach

Table 3. Administrative Information

This Order was adopted on:	March 6, 2014
This Order shall become effective on:	May 1, 2014
This Order shall expire on:	April 30, 2019
The Discharger shall file a Report of Waste Discharge as an application for reissuance of WDR's in accordance with title 23, California Code of Regulations, and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than:	November 22, 2018
The U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board, Los Angeles Region have classified this discharge as follows:	Major discharge

I, Samuel Unger, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on the date indicated above.


Samuel Unger, Executive Officer

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I. FACILITY INFORMATION

Information describing the Regional Salinity Management Pipeline (Facility or RSMP) is summarized in Table 1 and in sections I and II of the Fact Sheet (Attachment F). Section I of the Fact Sheet also includes information regarding the Facility's permit application.

II. FINDINGS

The California Regional Water Quality Control Board, Los Angeles Region (hereinafter Los Angeles Regional Water Board), finds:

- A. **Legal Authorities.** This Order serves as WDR's pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with section 13260). This Order is also issued pursuant to section 402 of the federal Clean Water Act (CWA) and implementing regulations adopted by the U.S. EPA and chapter 5.5, division 7 of the Water Code (commencing with section 13370). It shall serve as an NPDES permit for point source discharges from this facility to surface waters.
- B. **Background and Rationale for Requirements.** The Los Angeles Regional Water Board developed the requirements in this Order based on information submitted as part of the application, through monitoring and reporting programs, and other available information. The Fact Sheet (Attachment F), which contains background information and rationale for the requirements in this Order, is hereby incorporated into and constitutes Findings for this Order. Attachments A through E and G through H are also incorporated into this Order.
- C. **Notification of Interested Parties.** The Los Angeles Regional Water Board has notified the Discharger and interested agencies and persons of its intent to prescribe WDR's for the discharge and has provided them with an opportunity to submit their written comments and recommendations. Details of the notification are provided in the Fact Sheet.
- D. **Consideration of Public Comment.** The Los Angeles Regional Water Board, in a public meeting, heard and considered all comments pertaining to the discharge. Details of the Public Hearing are provided in the Fact Sheet.

THEREFORE, IT IS HEREBY ORDERED, that this Order supersedes Order R4-2008-0014 except for enforcement purposes, and, in order to meet the provisions contained in division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the CWA and regulations and guidelines adopted thereunder, the Discharger shall comply with the requirements in this Order. This action in no way prevents the Los Angeles Regional Water Board from taking enforcement action for past violations of the previous Order.

III. DISCHARGE PROHIBITIONS

- A. Wastes discharged shall be limited to a maximum of 17.52 MGD of treated effluent from wastewater treatment plants and concentrate generated at brackish groundwater desalter plants or wastewater treatment facilities throughout the Calleguas Creek Watershed through Discharge Point 001. The discharge of wastes from accidental spills or other sources is prohibited.
- B. Discharges of water, materials, thermal wastes, elevated temperature wastes, toxic wastes, deleterious substances, or wastes other than those authorized by this Order, to a storm drain system, the Pacific Ocean, or other waters of the State, are prohibited.
- C. Neither the treatment nor the discharge of pollutants shall create pollution, contamination, or a nuisance as defined by section 13050 of the Water Code.

- D. Wastes discharged shall not contain any substances in concentrations toxic to human, animal, plant, or aquatic life.
- E. The discharge shall not cause a violation of any applicable water quality standards for receiving waters adopted by the Regional Water Board or the California State Water Resources Control Board (State Water Board) as required by the Federal CWA and regulations adopted thereunder. If more stringent applicable water quality standards are promulgated pursuant to section 303 of the Federal CWA, and amendments thereto, the Regional Water Board will revise and modify this Order in accordance with such more stringent standards.
- F. The discharge of any radiological, chemical, or biological warfare agent into the waters of the state is prohibited under Water Code section 13375.
- G. Any discharge of wastes at any point(s) other than specifically described in this Order is prohibited, and constitutes a violation of this Order.

IV. EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

A. Effluent Limitations – Discharge Point 001

1. Final Effluent Limitations – Discharge Point 001 (Initial Dilution Ratio = 72:1)

- a. The Discharger shall maintain compliance with the following effluent limitations at Discharge Point 001, with compliance measured at Monitoring Location EFF-001 as described in the Monitoring and Reporting Program, Attachment E:

Table 4. Effluent Limitations

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Biochemical Oxygen Demand (BOD), 5-day @ 20°C	mg/L	30	45	--	--	--
	lbs/day ¹	4,400	6,600	--	--	--
Oil and Grease	mg/L	25	40	--	75	--
	lbs/day ¹	3,700	5,800	--	11,000	--
pH	s.u.	6.0 - 9.0				
Settleable Solids	ml/L	1.0	1.5	--	3.0	--
Total Suspended Solids (TSS)	mg/L	60	--	--	--	--
	lbs/day ¹	8,800	--	--	--	--
Turbidity	NTU	75	100	--	225	--
Total Residual Chlorine	µg/L	--	--	580	4,400	150
	lbs/day ¹	--	--	85	640	22
Ammonia as N	µg/L	--	--	180,000	440,000	44,000
	lbs/day ¹	--	--	26,000	64,000	6,400
Chronic Toxicity ²	Pass or Fail, % Effect	Pass ³		Pass or % Effect <50	--	--
Total coliform	MPN/100ml	4				
Fecal coliform	MPN/100ml	4				
Enterococcus	MPN/100ml	4				

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Antimony, Total Recoverable	µg/L	88,000	--	--	--	--
	lbs/day ¹	13,000	--	--	--	--
Arsenic, Total Recoverable	µg/L	--	--	2100	5,600	370
	lbs/day ¹	--	--	310	820	54
Beryllium, Total Recoverable	µg/L	2.4	--	--	--	--
	lbs/day ¹	0.35	--	--	--	--
Cadmium, Total Recoverable	µg/L	--	--	290	730	73
	lbs/day ¹	--	--	42	110	11
Chromium (III) , Total Recoverable	µg/L	1.4E+07	--	--	--	--
	lbs/day ¹	2.0E+06	--	--	--	--
Chromium (VI) , Total Recoverable	µg/L	--	--	580	1,500	150
	lbs/day ¹	--	--	85	210	22
Copper, Total Recoverable	µg/L	--	--	730	2,000	75
	lbs/day ¹	--	--	110	290	11
Lead, Total Recoverable	µg/L	--	--	580	1500	150
	lbs/day ¹	--	--	85	220	22
Mercury, Total Recoverable	µg/L	--	--	12	29	2.9
	lbs/day ¹	--	--	1.8	4.2	0.42
Nickel, Total Recoverable	µg/L	--	--	1,500	3,700	370
	lbs/day ¹	--	--	220	530	53
Selenium, Total Recoverable	µg/L	--	--	4,400	11,000	1,100
	lbs/day ¹	--	--	640	1600	160
Silver, Total Recoverable	µg/L	--	--	190	500	40
	lbs/day ¹	--	--	28	73	5.8
Thallium, Total Recoverable	µg/L	150	--	--	--	--
	lbs/day ¹	22	--	--	--	--
Zinc, Total Recoverable	µg/L	--	--	5,300	14,000	880
	lbs/day ¹	--	--	770	2,000	130
Cyanide	µg/L	--	--	290	730	73
	lbs/day ¹	--	--	42	110	11
Phenolic Compounds (non-chlorinated) ⁵	µg/L	--	--	8,800	22,000	2,200
	lbs/day ¹	--	--	1,300	3,200	320
Chlorinated Phenolics ⁶	µg/L	--	--	290	730	73
	lbs/day ¹	--	--	42	110	11
TCDD Equivalents ⁷	µg/L	2.8E-07	--	--	--	--
	lbs/day ¹	4.1E-08	--	--	--	--
Acrolein	µg/L	16,000	--	--	--	--
	lbs/day ¹	2,300	--	--	--	--

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Acrylonitrile	µg/L	7.3	---	---	---	---
	lbs/day ¹	1.1	---	---	---	---
Benzene	µg/L	430	---	---	---	---
	lbs/day ¹	63	---	---	---	---
Carbon Tetrachloride	µg/L	66	---	---	---	---
	lbs/day ¹	9.6	---	---	---	---
Chlorobenzene	µg/L	42,000	---	---	---	---
	lbs/day ¹	6,100	---	---	---	---
Chlorodibromomethane	µg/L	630	---	---	---	---
	lbs/day ¹	92	---	---	---	---
Chloroform	µg/L	9,500	---	---	---	---
	lbs/day ¹	1,400	---	---	---	---
Dichlorobromomethane	µg/L	450	---	---	---	---
	lbs/day ¹	66	---	---	---	---
1,2-Dichloroethane	µg/L	2,000	---	---	---	---
	lbs/day ¹	290	---	---	---	---
1,1-Dichloroethylene	µg/L	66	---	---	---	---
	lbs/day ¹	9.6	---	---	---	---
1,3-Dichloropropylene	µg/L	650	---	---	---	---
	lbs/day ¹	95	---	---	---	---
Ethylbenzene	µg/L	3.0E+5	---	---	---	---
	lbs/day ¹	44,000	---	---	---	---
Halomethanes ⁸	µg/L	9,500	---	---	---	---
	lbs/day ¹	1,400	---	---	---	---
Dichloromethane	µg/L	33,000	---	---	---	---
	lbs/day ¹	4,800	---	---	---	---
1,1,2,2-Tetrachloroethane	µg/L	170	---	---	---	---
	lbs/day ¹	25	---	---	---	---
Tetrachloroethylene	µg/L	150	---	---	---	---
	lbs/day ¹	22	---	---	---	---
Toluene	µg/L	6.2E+06	---	---	---	---
	lbs/day ¹	9.1E+05	---	---	---	---
1,1,1-Trichloroethane	µg/L	3.9E+07	---	---	---	---
	lbs/day ¹	5.7E+06	---	---	---	---
1,1,2-Trichloroethane	µg/L	690	---	---	---	---
	lbs/day ¹	100	---	---	---	---
Trichloroethylene	µg/L	2,000	---	---	---	---
	lbs/day ¹	290	---	---	---	---

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Vinyl Chloride	µg/L	2,600	---	---	---	---
	lbs/day ¹	380	---	---	---	---
4,6-Dinitro-2-Methylphenol	µg/L	16,000	---	---	---	---
	lbs/day ¹	2,300	---	---	---	---
2,4-Dinitrophenol	µg/L	290	---	---	---	---
	lbs/day ¹	42	---	---	---	---
2,4,6-Trichlorophenol	µg/L	21	---	---	---	---
	lbs/day ¹	3.1	---	---	---	---
Benzidine	µg/L	0.0050	---	---	---	---
	lbs/day ¹	0.00073	---	---	---	---
Polynuclear Aromatic Hydrocarbons (PAHs) ⁹	µg/L	0.64	---	---	---	---
	lbs/day ¹	0.094	---	---	---	---
Bis(2-chloroethoxy)Methane	µg/L	320	---	---	---	---
	lbs/day ¹	47	---	---	---	---
Bis(2-chloroethyl)Ether	µg/L	3.3	---	---	---	---
	lbs/day ¹	0.48	---	---	---	---
Bis(2-chloroisopropyl)Ether	µg/L	88,000	---	---	---	---
	lbs/day ¹	13,000	---	---	---	---
Bis(2-ethylhexyl)Phthalate	µg/L	260	---	---	---	---
	lbs/day ¹	38	---	---	---	---
Dichlorobenzenes	µg/L	3.7E+05	---	---	---	---
	lbs/day ¹	54,000	---	---	---	---
1,4-Dichlorobenzene	µg/L	1300	---	---	---	---
	lbs/day ¹	190	---	---	---	---
3,3'-Dichlorobenzidine	µg/L	0.59	---	---	---	---
	lbs/day ¹	0.086	---	---	---	---
Diethyl Phthalate	µg/L	2.4E+06	---	---	---	---
	lbs/day ¹	3.5E+05	---	---	---	---
Dimethyl Phthalate	µg/L	6.0E+07	---	---	---	---
	lbs/day ¹	8.8E+06	---	---	---	---
Di-n-Butyl Phthalate	µg/L	2.6E+05	---	---	---	---
	lbs/day ¹	38,000	---	---	---	---
2,4-Dinitrotoluene	µg/L	190	---	---	---	---
	lbs/day ¹	28	---	---	---	---
1,2-Diphenylhydrazine	µg/L	12	---	---	---	---
	lbs/day ¹	1.8	---	---	---	---
Fluoranthene	µg/L	1,100	---	---	---	---
	lbs/day ¹	160	---	---	---	---

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Hexachlorobenzene	µg/L	0.015	---	---	---	---
	lbs/day ¹	0.0022	---	---	---	---
Hexachlorobutadiene	µg/L	1,000	---	---	---	---
	lbs/day ¹	150	---	---	---	---
Hexachlorocyclopentadiene	µg/L	4,200	---	---	---	---
	lbs/day ¹	610	---	---	---	---
Hexachloroethane	µg/L	180	---	---	---	---
	lbs/day ¹	26	---	---	---	---
Isophorone	µg/L	53,000	---	---	---	---
	lbs/day ¹	7,700	---	---	---	---
Nitrobenzene	µg/L	360	---	---	---	---
	lbs/day ¹	53	---	---	---	---
N-Nitrosodimethylamine	µg/L	530	---	---	---	---
	lbs/day ¹	77	---	---	---	---
N-Nitrosodi-N-propylamine	µg/L	28	---	---	---	---
	lbs/day ¹	4.1	---	---	---	---
N-Nitrosodiphenylamine	µg/L	180	---	---	---	---
	lbs/day ¹	26	---	---	---	---
Aldrin	µg/L	0.0016	---	---	---	---
	lbs/day ¹	0.00023	---	---	---	---
HCH ¹⁰	µg/L	---	---	0.58	0.88	0.29
	lbs/day ¹	---	---	0.085	0.13	0.042
Chlordane	µg/L	0.0017	---	---	---	---
	lbs/day ¹	0.00025	---	---	---	---
DDT ¹¹	µg/L	0.012	---	---	---	---
	lbs/day ¹	0.0018	---	---	---	---
Dieldrin	µg/L	0.0029	---	---	---	---
	lbs/day ¹	0.00042	---	---	---	---
Endosulfan	µg/L	---	---	1.3	2.0	0.66
	lbs/day ¹	---	---	0.19	0.29	0.096
Endrin	µg/L	---	---	0.29	0.44	0.15
	lbs/day ¹	---	---	0.042	0.064	0.022
Heptachlor	µg/L	0.0037	---	---	---	---
	lbs/day ¹	0.00054	---	---	---	---
Heptachlor Epoxide	µg/L	0.0015	---	---	---	---
	lbs/day ¹	0.00022	---	---	---	---
Polychlorinated Biphenyls (PCBs) ¹²	µg/L	0.0014	---	---	---	---
	lbs/day ¹	0.00020	---	---	---	---

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Toxaphene	µg/L	0.015	--	--	--	--
	lbs/day ¹	0.0022	--	--	--	--
Tributyltin	µg/L	0.10	--	--	--	--
	lbs/day ¹	0.015	--	--	--	--
Radioactivity	Not to exceed limits specified in Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 3, §30253 of the California Code of Regulations. Reference to §30253 is prospective, including future changes to any incorporated provisions of federal law, as the changes take effect.					

- The mass-based effluent limitations are based on the facility design flow rate of 17.52 MGD.
Mass-based effluent limitation (lbs/day) = C * Q * 8.34
Where: C = concentration-based effluent limitation (mg/L)
Q = maximum discharge flow rate (MGD)
- "Pass" or "Fail" for Median Monthly Effluent Limitation (MMEL). "Pass" or "Fail" and "% Effect" for Maximum Daily Effluent Limitation (MDEL). The MMEL for chronic toxicity shall only apply when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".
- This is a Median Monthly Effluent Limitation.
- Bacteria limitations:
 - 30-day Geometric Mean – The geometric mean shall be calculated using the results of five most recent samples.
 - Total coliform density shall not exceed 1,000/100 ml;
 - Fecal coliform density shall not exceed 200/100 ml; and
 - Enterococcus density shall not exceed 35/100 ml.
 - Single Sample Maximum (SSM)
 - Total coliform density shall not exceed 10,000/100 ml;
 - Fecal coliform density shall not exceed 400/100 ml;
 - Enterococcus density shall not exceed 104/100 ml; and
 - Total coliform density shall not exceed 1,000/100 ml, when the fecal coliform/total coliform ratio exceeds 0.1.

If a single sample exceeds any of the single sample maximum (SSM) standards, repeat sampling shall be conducted to determine the extent and persistence of the exceedance. Repeat sampling shall be conducted within 24 hours of receiving analytical results and continued until the sample result is less than the SSM standard.

When repeat sampling is required because of an exceedance of any one single sample density, values from all samples collected during that 30-day period will be used to calculate the geometric mean.

- Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
- Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
- TCDD Equivalents shall mean the sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below. USEPA method 1613 may be used to analyze dioxin and furan congeners.

$$\text{Dioxin-TEQ (TCDD Equivalents)} = \sum (C_x \times \text{TEF}_x)$$

Where:

C_x = concentration of dioxin or furan congener x

TEF_x = TEF for congener x

Toxicity Equivalency Factors

Isomer Group	Toxicity Equivalency Factor (TEF)
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
Octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01
Octa CDF	0.001

8. Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide), and chloromethane (methyl chloride).
9. PAHs shall mean the sum of acenaphthylene; anthracene; 1,2-benzanthracene; 3,4-benzofluoranthene; benzo(k)fluoranthene; 1,12-benzoperylene; benzo(a)pyrene; chrysene; dibenzo(a,h)anthracene; fluorine; indeno(1,2,3-cd)pyrene; phenanthrene; and pyrene.
10. HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
11. DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD, and 2,4'-DDD.
12. PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254, and Aroclor-1260.

b. Temperature Limitations

- i. The temperature of wastes discharged shall not exceed the natural temperature of receiving waters by more than 20° F.
- ii. The temperature of wastes discharged shall not result in increases in the natural water temperature exceeding 4° F at (a) the shoreline, (b) the surface of any ocean substrate, or (c) the ocean surface beyond 1,000 feet from the discharge system. The surface temperature limitation shall be maintained at least 50 percent of the duration of any complete tidal cycle.

B. Land Discharge Specifications – Not Applicable

C. Recycling Specifications – Not Applicable

V. RECEIVING WATER LIMITATIONS

Receiving water limitations are based on water quality objectives contained in the California Ocean Plan, as most recently amended effective August 19, 2013 ("Ocean Plan"), and are a required part of this Order. Unless specifically excepted by this Order, the discharge, by itself or jointly with any other discharge(s), shall not cause violation of the following water quality objectives. Compliance with these objectives shall be determined by samples collected at stations representative of the area within the waste field where initial dilution is completed (i.e., outside the zone of initial dilution).

A. Bacterial Characteristics

1. Water Contact Standards

Both the State Water Board and the California Department of Public Health (CDPH) have established standards to protect water contact recreation in coastal waters from bacterial contamination. Subsection a of this section contains bacterial objectives adopted by the State Water Board for ocean waters used for water contact recreation. Subsection b

describes the bacteriological standards adopted by CDPH for coastal waters adjacent to public beaches and public water contact sports areas in ocean waters.

a. State/Regional Water Board Water Contact Standards

In marine water designated for water contact recreation (REC-1), the waste discharged shall not cause the following bacterial standards to be exceeded in the receiving water outside the initial dilution zone.

Geometric Mean Limits

- i. Total coliform density shall not exceed 1,000/100 ml;
- ii. Fecal coliform density shall not exceed 200/100 ml; and
- iii. Enterococcus density shall not exceed 35/100 ml.

Single Sample Maximum (SSM)

- i. Total coliform density shall not exceed 10,000/100 ml;
- ii. Fecal coliform density shall not exceed 400/100 ml;
- iii. Enterococcus density shall not exceed 104/100 ml; and
- iv. Total coliform density shall not exceed 1,000/100 ml, when the fecal coliform/total coliform ratio exceeds 0.1.

b. CDPH Standards

CDPH has established minimum protective bacteriological standards for coast water adjacent to public beaches and for public water-contact sports areas in ocean waters. These standards are found in the California Code of Regulations, title 17, section 7958, and they are identical to the objectives contained in subsection a. above. When a public beach or public water-contact sports area fails to meet these standards, CDPH or the local public health officer may post with warning signs or otherwise restrict use of the public beach or public water-contact sports area until the standards are met. The CDPH regulations impose more frequent monitoring and more stringent posting and closure requirements on certain high-use public beaches that are located adjacent to a storm drain that flows in the summer.

For beaches not covered under AB 411 regulations, CDPH imposes the same standards as contained in Title 17 and requires weekly sampling but allows the county health officer more discretion in making posting and closure decisions.

2. Shellfish Harvesting Standards

At all areas where shellfish may be harvested for human consumption, as determined by the Los Angeles Regional Water Board, the waste discharged shall not cause the following bacterial standards to be exceeded:

- a. The median total coliform density for any 6-month period shall not exceed 70 per 100 ml, and not more than 10 percent of the samples during any 6-month period shall exceed 230 per 100 ml.

3. Implementation Provisions for Bacterial Characteristics

- a. At a minimum, monthly samples shall be collected from each sampling location. The geometric mean values should be calculated using the five most recent sample results. If sampling occurs more frequently than monthly, all samples taken during the previous 30-day period shall be used to calculate the geometric mean.

- b. If a single sample exceeds any of the single sample maximum (SSM) standards, repeat sampling at that location shall be conducted to determine the extent and persistence of the exceedance. Repeat sampling shall be conducted within 24 hours of receiving analytical results and continued until the sample result is less than the SSM standard or until the Los Angeles Regional Water Board requires the Discharger or appropriate agency to conduct a sanitary survey to determine the source of the high bacterial densities. A sanitary survey shall also be required if three out of four samples taken during any 30-day period exceed any SSM standard, or if 75 percent of the samples from more frequent testing during any 30-day period exceed any SSM standard.

When repeat sampling is required because of an exceedance of any one single sample density, values from all samples collected during that 30-day period will be used to calculate the geometric mean.

- c. It is state policy that the geometric mean bacterial objectives are strongly preferred for use in water body assessment decisions, for example, in developing the CWA Section 303(d) List of impaired waters, because the geometric mean objectives are a more reliable measure of long-term water body conditions. In making assessment decisions on bacterial quality, SSM data must be considered together with any available geometric mean data. The use of only SSM bacterial data is generally inappropriate unless there is a limited data set, the water is subject to short-term spikes in bacterial concentrations, or other circumstances justify the use of only SSM data.

B. Physical Characteristics

1. Floating particulates and grease and oil shall not be visible as a result of wastes discharged.
2. The discharge of waste shall not alter the color of the receiving waters; create a visual contrast with the natural appearance of the water; nor cause aesthetically undesirable discoloration of the ocean surface.
3. Natural light shall not be significantly reduced at any point outside the initial dilution zone as the result of the discharge of waste.
4. The rate of deposition of inert solids and the characteristics of inert solids in ocean sediments shall not be changed such that benthic communities are degraded.

C. Chemical Characteristics

1. The dissolved oxygen concentration shall not at any time be depressed more than 10 percent from that which occurs naturally, as the result of the discharge of oxygen demanding waste materials; excluding effects of naturally induced upwelling.
2. The pH shall not be changed at any time more than 0.2 units from that which occurs naturally.
3. The dissolved sulfide concentration of waters in and near sediments shall not be significantly increased above that present under natural conditions.
4. The concentration of substances set forth in Chapter II, Table 1 of the Ocean Plan, shall not be increased in marine sediments to levels that would degrade indigenous biota.
5. The concentration of organic materials in marine sediments shall not be increased to levels that would degrade marine life.

6. Nutrient materials shall not cause objectionable aquatic growths or degrade indigenous biota.
7. Numerical water quality objectives established in Chapter II, Table 1 of the California Ocean Plan shall not be exceeded outside of the zone of initial dilution as a result of discharges from the Facility.

D. Biological Characteristics

1. Marine communities, including vertebrate, invertebrate, and plant species, shall not be degraded.
2. The natural taste, odor, and color of fish, shellfish, or other marine resources used for human consumption shall not be altered.
3. The concentration of organic materials in fish, shellfish, or other marine resources used for human consumption shall not bioaccumulate to levels that are harmful to human health.

E. Radioactivity

1. Discharge of radioactive waste shall not degrade marine life.

VI. PROVISIONS

A. Standard Provisions

1. **Federal Standard Provisions.** The Discharger shall comply with all Standard Provisions included in Attachment D of this Order.
2. **Regional Water Board Standard Provisions.** The Discharger shall comply with the following provisions. In the event that there is any conflict, duplication, or overlap between provisions specified by this Order, the more stringent provision shall apply:
 - a. This Order may be modified, revoked, reissued, or terminated in accordance with the provisions of 40 C.F.R. sections 122.44, 122.62, 122.63, 122.64, 125.62 and 125.64. Causes for taking such actions include, but are not limited to: failure to comply with any condition of this Order; endangerment to human health or the environment resulting from the permitted activity; or acquisition of newly-obtained information which would have justified the application of different conditions if known at the time of Order adoption. The filing of a request by the Discharger for an Order modification, revocation, and issuance or termination, or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.
 - b. The Discharger must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water to storm drain systems or other water courses under their jurisdiction; including applicable requirements in the municipal storm water management program developed to comply with NPDES permits issued by the Regional Water Board to local agencies.
 - c. Discharge of wastes to any point other than specifically described in this Order and permit is prohibited and constitutes a violation thereof.
 - d. The Discharger shall comply with all applicable effluent limitations, national standards of performance, toxic effluent standards, and all federal regulations established pursuant to sections 301, 302, 303(d), 304, 306, 307, 316, 318, 405, and 423 of the Federal CWA and amendments thereto.

- e. These requirements do not exempt the operator of the facility from compliance with any other laws, regulations, or ordinances which may be applicable; they do not legalize this waste disposal facility, and they leave unaffected any further restraints on the disposal of wastes at this site which may be contained in other statutes or required by other agencies.
- f. Oil or oily material, chemicals, refuse, or other pollutionable materials shall not be stored or deposited in areas where they may be picked up by rainfall and carried off of the property and/or discharged to surface waters. Any such spill of such materials shall be contained and removed immediately.
- g. A copy of these waste discharge specifications shall be maintained at the control room where the operation of the RSMP is overseen, so as to be available at all times to operating personnel.
- h. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:
 - i. Violation of any term or condition contained in this Order;
 - ii. Obtaining this Order by misrepresentation, or failure to disclose all relevant facts;
 - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- i. If there is any storage of hazardous or toxic materials or hydrocarbons at this facility and if the facility is not manned at all times, a 24-hour emergency response telephone number shall be prominently posted where it can easily be read from the outside.
- j. The Discharger shall notify the Regional Water Board not later than 120 days in advance of implementation of any plans to alter production capacity of the product line of the manufacturing, producing or processing facility by more than ten percent. Such notification shall include estimates of proposed production rate, the type of process, and projected effects on effluent quality. Notification shall include submittal of a new Report of Waste Discharge appropriate filing fee.
- k. The Discharger shall file with the Regional Water Board a report of waste discharge at least 120 days before making any material change or proposed change in the character, location or volume of the discharge.
- l. All existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Regional Water Board as soon as they know or have reason to believe that they have begun or expect to begin to use or manufacture an intermediate or final product or byproduct of any toxic pollutant that was not reported on their application.
- m. In the event of any change in name, ownership, or control of the facility, the discharger shall notify this Regional Water Board of the change and shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be forwarded to the Regional Water Board.
- n. The Water Code provides that any person who violates a waste discharge requirement or a provision of the Water Code is subject to civil penalties of up to \$5,000 per day, \$10,000 per day, or \$25,000 per day of violation, or when the violation involves the discharge of pollutants, is subject to civil penalties of up to \$10

per gallon per day or \$25 per gallon per day of violation; or some combination thereof, depending on the violation, or upon the combination of violations.

- o. Violation of any of the provisions of the NPDES program or of any of the provisions of this Order may subject the violator to any of the penalties described herein, or any combination thereof, at the discretion of the prosecuting authority; except that only one kind of penalty may be applied for each kind of violation.
- p. The discharge of any product registered under the Federal Insecticide, Fungicide, and Rodenticide Act to any waste stream which may ultimately be released to waters of the United States, is prohibited unless specifically authorized elsewhere in this permit or another NPDES permit. This requirement is not applicable to products used for lawn and agricultural purposes.
- q. The discharge of any waste resulting from the combustion of toxic or hazardous wastes to any waste stream that ultimately discharges to waters of the United States is prohibited, unless specifically authorized elsewhere in this permit.
- r. The Discharger shall notify the Executive Officer in writing no later than 6 months prior to the planned discharge of any chemical, other than the products previously reported to the Executive Officer, which may be toxic to aquatic life. Such notification shall include:

 - i. Name and general composition of the chemical,
 - ii. Frequency of use,
 - iii. Quantities to be used,
 - iv. Proposed discharge concentrations, and
 - v. USEPA registration number, if applicable.
- s. Failure to comply with provisions or requirements of this Order, or violation of other applicable laws or regulations governing discharges from this facility, may subject the Discharger to administrative or civil liabilities, criminal penalties, and/or other enforcement remedies to ensure compliance. Additionally, certain violations may subject the Discharger to civil or criminal enforcement from appropriate local, state, or federal law enforcement entities.
- t. In the event the Discharger does not comply or will be unable to comply for any reason, with any prohibition, maximum daily effluent limitation, average weekly effluent limitation, average monthly effluent limitation, instantaneous maximum/minimum effluent limitations, six-month median effluent limitation or receiving water limitation of this Order, the Discharger shall notify the Los Angeles Regional Water Board by telephone (213) 576-6600 within 24 hours of having knowledge of such noncompliance, and shall confirm this notification in writing within five days, unless the Los Angeles Regional Water Board waives confirmation. The written notification shall state the nature, time, duration, and cause of noncompliance, and shall describe the measures being taken to remedy the current noncompliance and, prevent recurrence including, where applicable, a schedule of implementation. Other noncompliance requires written notification as above at the time of the normal monitoring report.

B. Monitoring and Reporting Program (MRP) Requirements

The Discharger shall comply with the MRP, and future revisions thereto, in Attachment E.

C. Special Provisions

1. Reopener Provisions

- a. This Order may be reopened for modification to include an effluent limitation if monitoring establishes that the discharge causes, has the reasonable potential to cause, or contributes to an excursion above the Ocean Plan Table 1 water quality objective.
- b. If more stringent applicable water quality standards are promulgated or approved pursuant to section 303 of the Federal CWA, and amendments thereto, the Regional Water Board will revise and modify this Order in accordance with such more stringent standards.
- c. This Order may be reopened and modified, in accordance with the provisions set forth in Parts 122 and 124, to include requirements for the implementation of the watershed management approach or to include new minimum levels (MLs).
- d. This Order may be reopened and modified to revise effluent limitations as a result of future Ocean Plan Amendments, such as an update of the objectives or the adoption of a TMDL.
- e. This Order may be reopened upon submission by the Discharger of adequate information, as determined by the Regional Water Board, to provide for modifications to dilution credits or the mixing zone, as may be appropriate.
- f. This Order may be reopened and modified, revoked, and reissued or terminated in accordance with the provisions of 40 CFR sections 122.24, 122.62 to 122.64, 125.62, and 125.64. Causes for taking such actions include, but are not limited to, failure to comply with any condition of this Order and permit, or endangerment to human health or the environment resulting from the permitted activity.
- g. This Order may be modified, or revoked and reissued, based on the results of Magnuson-Stevens Conservation and Management Act and/or Endangered Species Act section 7 consultations with the National Marine Fisheries Service and/or the U.S. Fish and Wildlife Service.

2. Special Studies, Technical Reports and Additional Monitoring Requirements

- a. **Initial Investigation Toxicity Reduction Evaluation (TRE) Workplan.** The Discharger shall submit to the Regional Water Board an Initial Investigation TRE workplan (1-2 pages) within **90 days** of the effective date of this permit. This plan shall describe the steps the permittee intends to follow in the event that toxicity is detected. See section V of the Monitoring and Reporting Program (Attachment E) for an overview of Toxicity Reduction Evaluation (TRE) requirements.
- b. **Mixing Zone Study Work Plan.** The Discharger shall develop and submit to the Los Angeles Regional Water Board for review a work plan detailing how the Discharger will conduct a Mixing Zone Study, within **90 days** after the adoption of this permit. The study should include monitoring upstream of the discharge point, directly above the discharge location, at the boundary of the Zone of Initial Dilution as defined using the modeling results, and outside the Zone of Initial Dilution for the list of constituents included in Attachment E, Section VIII.A.1
- c. **Sediment Loading Study Work Plan.** The Discharger shall develop and submit to the Los Angeles Regional Water Board for review a plan detailing how the Discharger will conduct a sediment loading study, within **90 days** after the adoption

of this permit. The study is to monitor the concentrations of constituents present in the sediment inside and outside of the mixing zone. The sampling must target all constituents present in the discharge that bioaccumulate in the tissue of aquatic life that may be present in the area.

3. Best Management Practices and Pollution Prevention

The Discharger shall develop and submit, within **90 days** of the effective date of this Order:

a. An updated Storm Water Pollution Prevention Plan (SWPPP)

The SWPPP shall describe site-specific management practices for minimizing contamination of storm water runoff and for preventing contaminated storm water runoff from being discharged directly to waters of the State. Further, the SWPPP should address erosion and sediment control practices in areas affected by construction and land disturbance activities. The SWPPP shall be developed in accordance with the requirements in Attachment G.

b. An updated Best Management Practice Plan (BMPP)

The BMPP shall entail site-specific procedures implemented and/or to be implemented to prevent the discharge of pollutants in non-storm water discharges. The BMPP shall be site-specific and shall cover all areas of the Facility including connectors and pumping stations. Further, BMPs should address reducing or eliminating pollutants in storm water discharges from construction and land disturbance activities.

The Discharger shall implement their SWPPP and BMPP within 10 days of the approval by the Executive Officer or **no later than 90 days** after submission to the Los Angeles Regional Water Board, whichever comes first. The plans shall be reviewed annually and revised, if necessary, at the same time. Updated information shall be submitted within 30 days of revision.

4. Construction, Operation and Maintenance Specifications

- a.** The Discharger shall at all times properly operate and maintain all facilities and systems installed or used to achieve compliance with this Order.

5. Other Special Provisions – Not Applicable

6. Compliance Schedules – Not Applicable

VII. COMPLIANCE DETERMINATION

A. Compliance with Effluent Limitations expressed as Single Constituents

If the concentration of the pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (see Reporting Requirement I.G. of the MRP), then the Discharger is out of compliance.

B. Compliance with Effluent Limitations expressed as Sum of Several Constituents

Dischargers are out of compliance with an effluent limitation which applies to the sum of a group of chemicals (e.g., PCB's) if the sum of the individual pollutant concentrations is greater than the effluent limitation. Individual pollutants of the group will be considered to have a concentration of zero if the constituent is reported as "Not Detected" (ND) or "Detected, but Not Quantified" (DNQ).

C. Multiple Sample Data Reduction

The concentration of the pollutant in the effluent may be estimated from the result of a single sample analysis or by a measure of central tendency (arithmetic mean, geometric mean, median, etc.) of multiple sample analyses when all sample results are quantifiable (i.e., greater than or equal to the reported Minimum Level). When one or more sample results are reported as ND or DNQ, the central tendency concentration of the pollutant shall be the median (middle) value of the multiple samples, where DNQ is lower than a quantified value and ND is lower than DNQ. If, in an even number of samples, one or both of the middle values is ND or DNQ, the median will be the lower of the two middle values.

D. Average Monthly Effluent Limitation (AMEL)

If the average of daily discharges over a calendar month exceeds the AMEL for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for each day of that month for that parameter (e.g., resulting in 31 days of non-compliance in a 31-day month). However, an alleged violation of the AMEL will be considered one violation for the purpose of assessing mandatory minimum penalties. The average of daily discharges over a calendar month that exceeds the AMEL for a parameter will be considered out of compliance for that month only. If only a single sample (daily discharge) is taken over a calendar month and the analytical result for that sample exceeds the AMEL, the Discharger will be considered out of compliance for that month. If no sample (daily discharge) is taken over a calendar month, no compliance determination can be made for that month with respect to effluent violation determination, but compliance determination can be made for that month with respect to reporting violation determination.

In determining compliance with the AMEL, the following provisions shall also apply to all constituents:

1. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, does not exceed the AMEL for that constituent, the Discharger has demonstrated compliance with the AMEL for that month;
2. If the analytical result of a single sample, monitored monthly, quarterly, semiannually, or annually, exceeds the AMEL for any constituent, the Discharger shall collect four additional samples at approximately equal intervals during the month. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later.

When all sample results are greater than or equal to the reported Minimum Level (see Reporting Requirement I.G. of the MRP), the numerical average of the analytical results of these five samples will be used for compliance determination.

When one or more sample results are reported as "Not-Detected (ND)" or "Detected, but Not Quantified (DNQ)" (see Reporting Requirement I.G. of the MRP), the median value of these four samples shall be used for compliance determination. If one or both of the middle values is ND or DNQ, the median shall be the lower of the two middle values.

In the event of noncompliance with an AMEL, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the AMEL has been demonstrated.

3. If only one sample was obtained for the month or more than a monthly period and the result exceeds the AMEL, then the Discharger is in violation of the AMEL.

E. Average Weekly Effluent Limitation (AWEL)

If the average of daily discharges over a calendar week exceeds the AWEL for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for each day of that week for that parameter (e.g., resulting in seven days of non-compliance). However, an alleged violation of the AWEL will be considered one violation for the purpose of assessing mandatory minimum penalties. The average of daily discharges over a calendar week that exceeds the AWEL for a parameter will be considered out of compliance for that week only. If only a single sample (daily discharge) is taken over a calendar week and the analytical result for that sample exceeds the AWEL, the Discharger will be considered out of compliance for that week. If no sample (daily discharge) is taken over a calendar week, no compliance determination can be made for that week with respect to effluent violation determination, but compliance determination can be made for that week with respect to reporting violation determination.

A calendar week will begin on Sunday and end on Saturday. Partial calendar weeks at the end of the calendar month will be carried forward to the next month in order to calculate and report a consecutive seven-day average value on Saturday.

F. Maximum Daily Effluent Limitation (MDEL)

If a daily discharge on a calendar day exceeds the MDEL for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for that day for that parameter. If no sample (daily discharge) is taken over a calendar day, no compliance determination can be made for that day with respect to an effluent violation determination, but compliance determination can be made for that day with respect to reporting violation determination.

G. Instantaneous Minimum Effluent Limitation

If the analytical result of a single grab sample is lower than the instantaneous minimum effluent limitation for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for that single sample for that parameter. Non-compliance for each single grab sample will be considered separately (e.g., the analytical results of two grab samples taken over a calendar day that are lower than the instantaneous minimum effluent limitation would result in two instances of non-compliance with the instantaneous minimum effluent limitation).

H. Instantaneous Maximum Effluent Limitation

If the analytical result of a single grab sample exceeds (is higher than) the instantaneous maximum effluent limitation for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for that single sample for that parameter. Non-compliance for each single grab sample will be considered separately (e.g., the analytical results of two grab samples taken over a calendar day that both are higher than the instantaneous maximum effluent limitation would result in two instances of non-compliance with the instantaneous maximum effluent limitation).

I. Six-Month Median Effluent Limitation

If the median of daily discharges over any 180-day period exceeds the six-month median effluent limitation for a given parameter, an alleged violation will be flagged and the discharger will be considered out of compliance for each day of that 180-day period for that parameter. The next assessment of compliance will occur after the next sample is taken. If only a single sample is taken during a given 180-day period and the analytical result for that sample exceeds the six-month median, the discharger will be considered out of compliance

for the 180-day period. For any 180-period during which no sample is taken, no compliance determination can be made for the six-month median limitation.

The six-month median shall apply as a moving median of daily values for any 180-day period in which daily values represent flow weighted average concentrations within a 24-hour period. For intermittent discharges, the daily value shall be considered to equal zero for days on which no discharge occurred. If only one sample is collected during the time period associated with the 6-month median water quality objective, the single measurement shall be used to determine compliance with the effluent limitation for the entire time period.

J. Median Monthly Effluent Limitation (MMEL)

If the median of daily discharges over a calendar month exceeds the MMEL for a given parameter, an alleged violation will be flagged and the Discharger will be considered out of compliance for each day of that month for that parameter (e.g., resulting in 31 days of non-compliance in a 31-day month). However, an alleged violation of the MMEL will be considered one violation for the purpose of assessing State mandatory minimum penalties. If no sample (daily discharge) is taken over a calendar month, no compliance determination can be made for that month with respect to effluent violation determination, but compliance determination can be made for that month with respect to reporting violation determination.

K. Chronic Toxicity

The discharge is subject to determination of "Pass" or "Fail" and "Percent Effect" from a single-effluent concentration chronic toxicity test at the discharge IWC using the Test of Significant Toxicity (TST) approach described in *National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document* (EPA 833-R-10-003, 2010), Appendix A, Figure A-1, and Table A-1. The null hypothesis (H_0) for the TST approach is: Mean discharge IWC response $\leq 0.75 \times$ Mean control response. A test result that rejects this null hypothesis is reported as "Pass". A test result that does not reject this null hypothesis is reported as "Fail". The relative "Percent Effect" at the discharge IWC is defined and reported as: $((\text{Mean control response} - \text{Mean discharge IWC response}) \div \text{Mean control response}) \times 100$.

The Maximum Daily Effluent Limitation (MDEL) for chronic toxicity is exceeded and a violation will be flagged when a chronic toxicity test, analyzed using the TST approach, results in "Fail" and the "Percent Effect" is ≥ 0.50 .

The Median Monthly Effluent Limitation (MMEL) for chronic toxicity is exceeded and a violation will be flagged when the median of no more than three independent chronic toxicity tests, conducted within the same calendar month and analyzed using the TST approach, results in "Fail". The MMEL for chronic toxicity shall only apply when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".

L. Mass and Concentration Limitations

Compliance with mass effluent limitations and concentration effluent limitations for the same parameter shall be determined separately. When the concentration for a parameter in a sample is reported as ND or DNQ, the corresponding mass emission rate determined using that sample concentration shall also be reported as ND or DNQ.

M. Bacterial Standards and Analyses

The geometric mean used for determining compliance with bacterial standards is calculated using the following equation:

$$\text{Geometric Mean} = (C_1 \times C_2 \times \dots \times C_n)^{1/n}$$

where n is the number of days samples were collected during the period and C is the concentration of bacteria (MPN/100 mL or CFU/100 mL) found on each day of sampling.

For bacterial analyses, sample dilutions should be performed so the expected range of values is bracketed (for example, with multiple tube fermentation method or membrane filtration method, 2 to 16,000 per 100 mL for total and fecal coliform, at a minimum, and 1 to 1000 per 100 mL for *Enterococcus*). The detection method used for each analysis shall be reported with the results of the analysis.

Detection methods used for coliforms (total and fecal) and *Enterococcus* shall be those presented in Table 1A of 40 CFR section 136 (revised May 18, 2012), unless alternate methods have been approved by USEPA pursuant to 40 CFR section 136, or improved methods have been determined by the Executive Officer and/or USEPA.

ATTACHMENT A – DEFINITIONS

Acute Toxicity

a. Acute Toxicity

Expressed in Toxic Units Acute (TUa)

$$TUa = \frac{100}{96\text{-hr LC } 50\%}$$

b. Lethal Concentration 50% (LC 50)

LC 50 (percent waste giving 50% survival of test organisms) shall be determined by static or continuous flow bioassay techniques using standard marine test species as specified in Ocean Plan Appendix III. If specific identifiable substances in wastewater can be demonstrated by the discharger as being rapidly rendered harmless upon discharge to the marine environment, but not as a result of dilution, the LC 50 may be determined after the test samples are adjusted to remove the influence of those substances.

When it is not possible to measure the 96-hour LC 50 due to greater than 50 percent survival of the test species in 100 percent waste, the toxicity concentration shall be calculated by the expression:

$$TUa = \frac{\log(100 - S)}{1.7}$$

where:

S = percentage survival in 100% waste. If S > 99, TUa shall be reported as zero.

Areas of Special Biological Significance (ASBS)

Those areas designated by the State Water Resources Control Board (State Water Board) as ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable. All Areas of Special Biological Significance are also classified as a subset of STATE WATER QUALITY PROTECTION AREAS.

Average Monthly Effluent Limitation (AMEL)

The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Effluent Limitation (AWEL)

The highest allowable average of daily discharges over a calendar week (Sunday through Saturday), calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs)

BMPs are methods, measures, or practices designed and selected to reduce or eliminate the discharge of pollutants to surface waters from point and nonpoint source discharges including storm water. BMPs include structural and non-structural control, and operation maintenance procedures, which can be applied before, during, and/or after pollution-producing activities.

Chlorinated Phenolic Compounds

Chlorinated Phenolic Compounds shall mean, at a minimum, the sum of 2-Chlorophenol, 2,4-Dichlorophenol, 4-Chloro-3-methylphenol, 2,4,6-Trichlorophenol, and Pentachlorophenol.

Chlordane

Shall mean the sum of chlordane-alpha, chlordane-gamma, chlordene-alpha, chlordene-gamma, nonachlor-alpha, nonachlor-gamma, and oxychlordane.

Chronic Toxicity

This parameter shall be used to measure the acceptability of waters for supporting a healthy marine biota until improved methods are developed to evaluate biological response.

- a. Chronic Toxicity (TUc)
Expressed as Toxic Units Chronic (TUc)

$$TUc = \frac{100}{NOEL}$$

- b. No Observed Effect Level (NOEL)

The NOEL is expressed as the maximum percent effluent or receiving water that causes no observable effect on a test organism, as determined by the result of a critical life stage toxicity test listed in Ocean Plan Appendix II.

Coefficient of Variation (CV)

CV is a measure of the data variability and is calculated as the estimated standard deviation divided by the arithmetic mean of the observed values.

Composite Sample

Composite Sample, for flow rate measurements, means the arithmetic mean of no fewer than eight individual measurements taken at equal intervals for 24 hours or for the duration of discharge, whichever is shorter.

Composite sample, for other than flow rate measurement, means:

- a No fewer than eight individual sample portions taken at equal time intervals for 24 hours, or the duration of the discharge, whichever is shorter. The volume of each individual sample portion shall be directly proportional to the discharge flow rate at the time of sampling; or,
- b No fewer than eight individual sample portions taken of equal time volume taken over a 24 hour period. The time interval between each individual sample portion shall vary such that the volume of the discharge between each individual sample portion remains constant.

The compositing period shall equal the specified sampling period, or 24 hours, if no period is specified.

For a composite sample, if the duration of the discharge is less than 24 hours but greater than 8 hours, at least eight flow-weighted individual sample portions shall be taken during the duration of the discharge and composited. For a discharge duration of 8 hours or less, eight individual "grab samples" may be substituted and composited.

The composite sample result shall be reported for the calendar day during which composite sampling ends.

Daily Discharge

Daily Discharge is defined as either: (1) the total mass of the constituent discharged over the calendar day (12:00 am through 11:59 pm) or any 24-hour period that reasonably represents a calendar day for purposes of sampling (as specified in the permit), for a constituent with limitations expressed in units of mass or; (2) the unweighted arithmetic mean measurement of the constituent over the day for a constituent with limitations expressed in other units of measurement (e.g., concentration).

The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day.

For composite sampling, if 1 day is defined as a 24-hour period other than a calendar day, the analytical result for the 24-hour period will be considered as the result for the calendar day in which the 24-hour period ends.

DDT

Shall mean the sum of 4,4'DDT, 2,4'DDT, 4,4'DDE, 2,4'DDE, 4,4'DDD, and 2,4'DDD.

Degrade (Degradation)

Degradation shall be determined by comparison of the waste field and reference site(s) for characteristic species diversity, population density, contamination, growth anomalies, debility, or supplanting of normal species by undesirable plant and animal species. Degradation occurs if there are significant differences in any of three major biotic groups, namely, demersal fish, benthic invertebrates, or attached algae. Other groups may be evaluated where benthic species are not affected, or are not the only ones affected.

Detected, but Not Quantified (DNQ)

Sample results that are less than the reported Minimum Level, but greater than or equal to the laboratory's MDL. Sample results reported as DNQ are estimated concentrations.

Dichlorobenzenes

Shall mean the sum of 1,2- and 1,3-dichlorobenzene.

Downstream Ocean Waters

Waters downstream with respect to ocean currents.

Dredged Material

Any material excavated or dredged from the navigable waters of the United States, including material otherwise referred to as "spoil."

Enclosed Bays

Indentations along the coast that enclose an area of oceanic water within distinct headlands or harbor works. Enclosed bays include all bays where the narrowest distance between headlands or outermost harbor works is less than 75 percent of the greatest dimension of the enclosed portion of the bay. This definition includes but is not limited to: Humboldt Bay, Bodega Harbor, Tomales Bay, Drakes Estero, San Francisco Bay, Morro Bay, Los Angeles Harbor, Upper and Lower Newport Bay, Mission Bay, and San Diego Bay.

Endosulfan

The sum of endosulfan-alpha and -beta and endosulfan sulfate.

Estuaries and Coastal Lagoons

Estuaries and Coastal Lagoons are waters at the mouths of streams that serve as mixing zones for fresh and ocean waters during a major portion of the year. Mouths of streams that are temporarily separated from the ocean by sandbars shall be considered as estuaries. Estuarine waters will generally be considered to extend from a bay or the open ocean to the upstream limit of tidal action but may be considered to extend seaward if significant mixing of fresh and salt water occurs in the open coastal waters. The waters described by this definition include but are not limited to the Sacramento-San Joaquin Delta as defined by Section 12220 of the California Water Code, Suisun Bay, Carquinez Strait downstream to Carquinez Bridge, and appropriate areas of the Smith, Klamath, Mad, Eel, Noyo, and Russian Rivers.

Grab Sample

Grab Sample means an individual sample collected during a period of time not to exceed 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not occur during hydraulic peaks.

Halomethanes

Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide) and chloromethane (methyl chloride).

HCH

HCH shall mean the sum of the alpha, beta, gamma (lindane) and delta isomers of hexachlorocyclohexane.

Initial Dilution

The process that results in the rapid and irreversible turbulent mixing of wastewater with ocean water around the point of discharge.

For a submerged buoyant discharge, characteristic of most municipal and industrial wastes that are released from the submarine outfalls, the momentum of the discharge and its initial buoyancy act together to produce turbulent mixing. Initial dilution in this case is completed when the diluting wastewater ceases to rise in the water column and first begins to spread horizontally.

For shallow water submerged discharges, surface discharges, and non-buoyant discharges, characteristic of cooling water wastes and some individual discharges, turbulent mixing results primarily from the momentum of discharge. Initial dilution, in these cases, is considered to be completed when the momentum induced velocity of the discharge ceases to produce significant mixing of the waste, or the diluting plume reaches a fixed distance from the discharge to be specified by the Los Angeles Regional Water Board, whichever results in the lower estimate for initial dilution.

Instantaneous Maximum Effluent Limitation

The highest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous maximum limitation).

Instantaneous Minimum Effluent Limitation

The lowest allowable value for any single grab sample or aliquot (i.e., each grab sample or aliquot is independently compared to the instantaneous minimum limitation).

Kelp Beds

For purposes of the bacteriological standards of the Ocean Plan, are significant aggregations of marine algae of the genera Macrocystis and Nereocystis. Kelp beds include the total foliage canopy of Macrocystis and Nereocystis plants throughout the water column.

Mariculture

The culture of plants and animals in marine waters independent of any pollution source.

Material

(a) In common usage: (1) the substance or substances of which a thing is made or composed (2) substantial; (b) For purposes of the Ocean Plan relating to waste disposal, dredging and the disposal of dredged material and fill, MATERIAL means matter of any kind or description which is subject to regulation as waste, or any material dredged from the navigable waters of the United States. See also, DREDGED MATERIAL.

Maximum Daily Effluent Limitation (MDEL)

The highest allowable daily discharge of a pollutant.

Median

The middle measurement in a set of data. The median of a set of data is found by first arranging the measurements in order of magnitude (either increasing or decreasing order). If the number of measurements (n) is odd, then the median = $X_{(n+1)/2}$. If n is even, then the median = $(X_{n/2} + X_{(n/2)+1})/2$ (i.e., the midpoint between the $n/2$ and $n/2+1$).

Method Detection Limit (MDL)

The minimum concentration of a substance that can be measured and reported with 99 percent confidence that the analyte concentration is greater than zero, as defined in 40 C.F.R. part 136, Attachment B.

Minimum Level (ML)

The concentration at which the entire analytical system must give a recognizable signal and acceptable calibration point. The ML is the concentration in a sample that is equivalent to the concentration of the lowest calibration standard analyzed by a specific analytical procedure, assuming that all the method specified sample weights, volumes, and processing steps have been followed.

Mixing Zone

Mixing Zone is a limited volume of receiving water that is allocated for mixing with a wastewater discharge where water quality criteria can be exceeded without causing adverse effects to the overall water body.

Natural Light

Reduction of natural light may be determined by the Los Angeles Regional Water Board by measurement of light transmissivity or total irradiance, or both, according to the monitoring needs of the Los Angeles Regional Water Board.

Not Detected (ND)

Those sample results less than the laboratory's MDL.

Ocean Waters

The territorial marine waters of the state as defined by California law to the extent these waters are outside of enclosed bays, estuaries, and coastal lagoons. If a discharge outside the territorial waters of the state could affect the quality of the waters of the state, the discharge may be regulated to assure no violation of the Ocean Plan will occur in ocean waters.

PAHs (polynuclear aromatic hydrocarbons)

The sum of acenaphthylene, anthracene, 1,2-benzanthracene, 3,4-benzofluoranthene, benzo[k]fluoranthene, 1,12-benzoperylene, benzo[a]pyrene, chrysene, dibenzo[ah]anthracene, fluorene, indeno[1,2,3-cd]pyrene, phenanthrene and pyrene.

PCBs (polychlorinated biphenyls)

The sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254 and Aroclor-1260.

Persistent Pollutants

Persistent pollutants are substances for which degradation or decomposition in the environment is nonexistent or very slow.

Pollutant Minimization Program (PMP)

PMP means waste minimization and pollution prevention actions that include, but are not limited to, product substitution, waste stream recycling, alternative waste management methods, and education of the public and businesses. The goal of the PMP shall be to reduce all potential sources of a priority pollutant(s) through pollutant minimization (control) strategies, including pollution prevention measures as appropriate, to maintain the effluent concentration at or below the water quality-based effluent limitation. Pollution prevention measures may be particularly appropriate for persistent bioaccumulative priority pollutants where there is evidence that beneficial uses are being impacted. The Regional Water Board may consider cost effectiveness when establishing the requirements of a PMP. The completion and implementation of a Pollution Prevention Plan, if required pursuant to Water Code section 13263.3(d), shall be considered to fulfill the PMP requirements.

Reported Minimum Level

The reported ML (also known as the Reporting Level or RL) is the ML (and its associated analytical method) chosen by the Discharger for reporting and compliance determination from the MLs included in this Order, including an additional factor if applicable as discussed herein. The MLs included in this Order correspond to approved analytical methods for reporting a sample result that are selected by the Los Angeles Regional Water Board either from Appendix II of the Ocean Plan in accordance with section III.C.5.a. of the Ocean Plan or established in accordance with section III.C.5.b. of the Ocean Plan. The ML is based on the proper application of method-based analytical procedures for sample preparation and the absence of any matrix interferences. Other factors may be applied to the ML depending on the specific sample preparation steps employed. For example, the treatment typically applied in cases where there are matrix-effects is to dilute the sample or sample aliquot by a factor of ten. In such cases, this additional factor must be applied to the ML in the computation of the reported ML.

Shellfish

Organisms identified by the California Department of Public Health as shellfish for public health purposes (i.e., mussels, clams and oysters).

Significant Difference

Defined as a statistically significant difference in the means of two distributions of sampling results at the 95 percent confidence level.

Six-Month Median Effluent Limitation

The highest allowable moving median of all daily discharges for any 180-day period.

State Water Quality Protection Areas (SWQPAs)

Non-terrestrial marine or estuarine areas designated to protect marine species or biological communities from an undesirable alteration in natural water quality. All AREAS OF SPECIAL BIOLOGICAL SIGNIFICANCE (ASBS) that were previously designated by the State Water Board in Resolution No.s 74-28, 74-32, and 75-61 are now also classified as a subset of State Water Quality Protection Areas and require special protections afforded by the Ocean Plan.

TCDD Equivalents

The sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below.

Isomer Group	Toxicity Equivalence Factor
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01
octa CDF	0.001

Toxicity Reduction Evaluation (TRE)

A study conducted in a step-wise process designed to identify the causative agents of effluent or ambient toxicity, isolate the sources of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in toxicity. The first steps of the TRE consist of the collection of data relevant to the toxicity, including additional toxicity testing, and an evaluation of facility operations and maintenance practices, and best management practices. A Toxicity Identification Evaluation (TIE) may be required as part of the TRE, if appropriate. (A TIE is a set of procedures to identify the specific chemical(s) responsible for toxicity. These procedures are performed in three phases (characterization, identification, and confirmation) using aquatic organism toxicity tests.)

Waste

As used in the Ocean Plan, waste includes a Discharger's total discharge, of whatever origin, i.e., gross, not net, discharge.

Water Quality-Based Effluent Limit (WQBEL)

A value determined by selecting the most stringent of the effluent limits calculated using all applicable water quality criteria (e.g., aquatic life, human health, and wildlife) for a specific point source to a specific receiving water for a given pollutant.

Water Quality Criteria

Comprised of numeric and narrative criteria. Numeric criteria are scientifically derived ambient concentrations developed by USEPA or States for various pollutants of concern to protect human health and aquatic life. Narrative criteria are statements that describe the desired water quality goal.

Water Quality Standard

A law or regulation that consists of the beneficial use or uses of a waterbody, the numeric and narrative water quality criteria that are necessary to protect the use or uses of that particular waterbody, and an antidegradation statement.

Whole Effluent Toxicity (WET)

The total toxic effect of an effluent measured directly with a toxicity test.

Zone of Initial Dilution (ZID)

Zone of Initial Dilution (ZID) means, for purposes of designating monitoring stations, the region within a horizontal distance equal to a specified water depth (usually depth of outfall or average depth of diffuser) from any point of the diffuser or end of the outfall and the water column above and below that region, including the underlying seabed.

Water Recycling

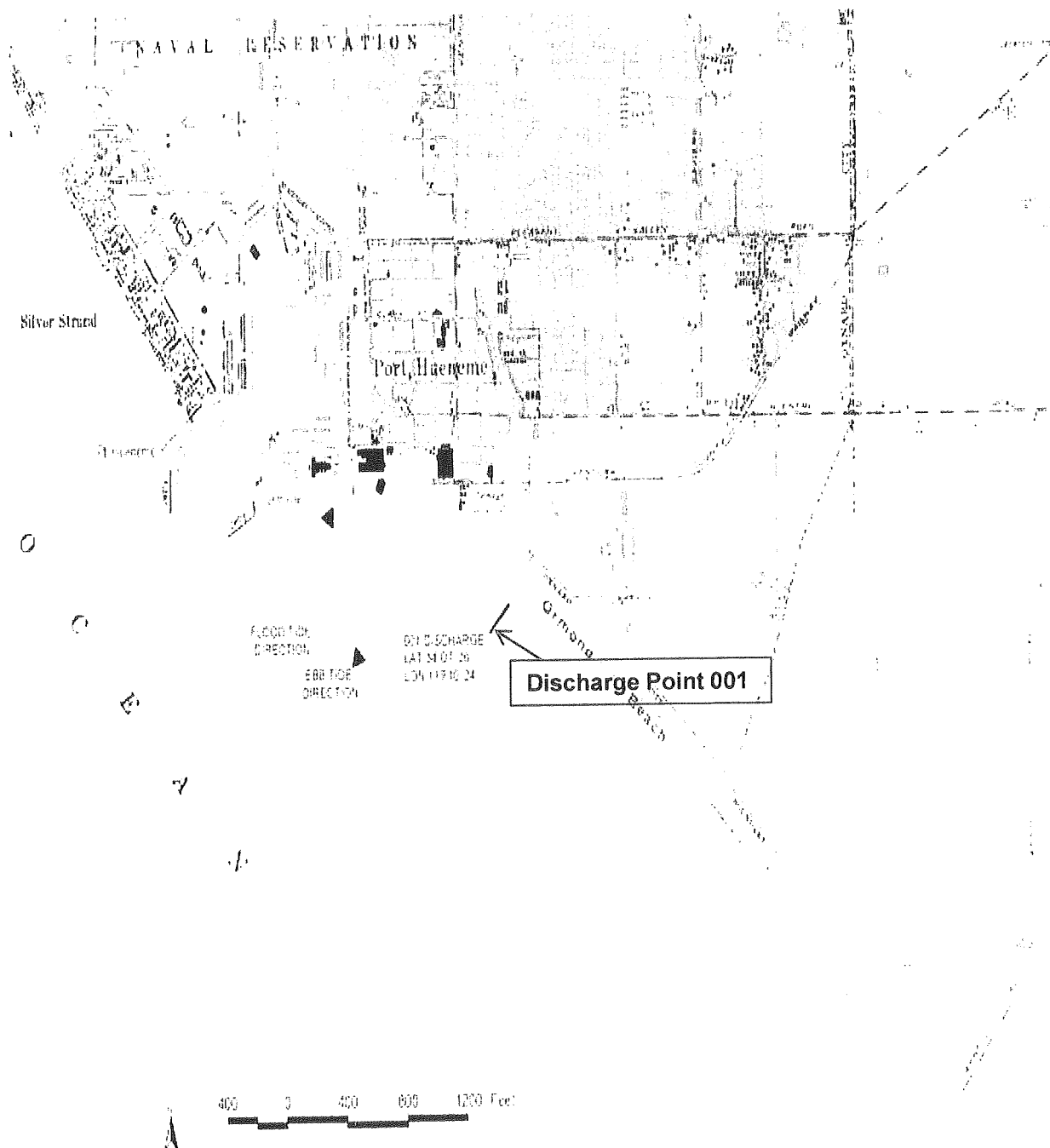
The treatment of wastewater to render it suitable for reuse, the transportation of treated wastewater to the place of use, and the actual use of treated wastewater for a direct beneficial use or controlled use that would not otherwise occur.

ACRONYMS AND ABBREVIATIONS

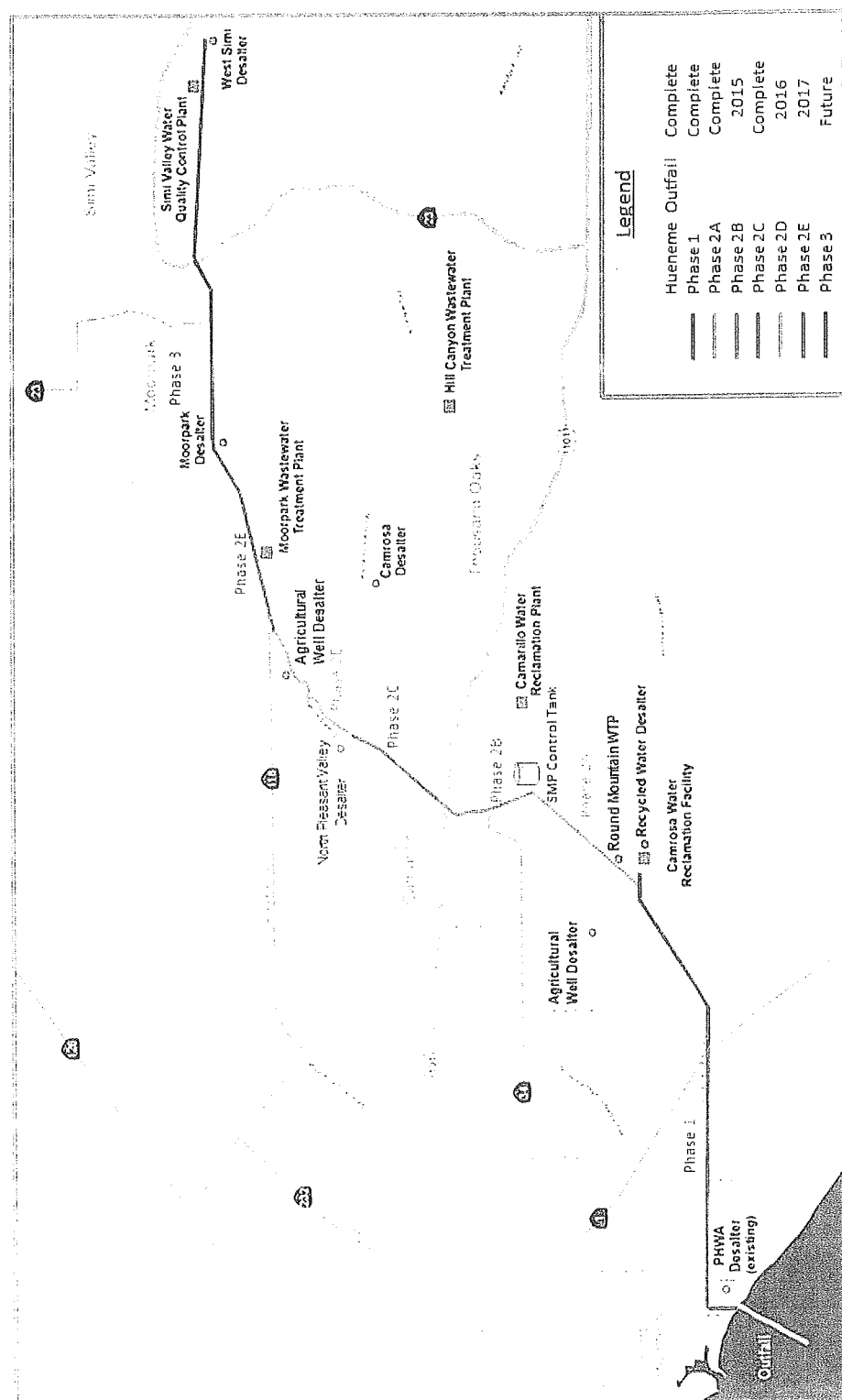
AMEL	Average Monthly Effluent Limitation
B	Background Concentration
BAT	Best Available Technology Economically Achievable
Basin Plan	Water Quality Control Plan for the Coastal Watersheds of Los Angeles and Ventura Counties
BCT	Best Conventional Pollutant Control Technology
BMP	Best Management Practices
BMPP	Best Management Practices Plan
BPJ	Best Professional Judgment
BOD	Biochemical Oxygen Demand 5-day @ 20 °C
BPT	Best Practicable Treatment Control Technology
C	Water Quality Objective
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CTR	California Toxics Rule
CV	Coefficient of Variation
CWA	Clean Water Act
CWC	California Water Code
Discharger	Calleguas Municipal Water District
DMR	Discharge Monitoring Report
DNQ	Detected But Not Quantified
ELAP	California Department of Public Health Environmental Laboratory Accreditation Program
ELG	Effluent Limitations, Guidelines and Standards
Facility	Regional Salinity Management Pipeline (RSMP)
g/kg	grams per kilogram
gpd	gallons per day
IC	Inhibition Coefficient
IC ₁₅	Concentration at which the organism is 15% inhibited
IC ₂₅	Concentration at which the organism is 25% inhibited
IC ₄₀	Concentration at which the organism is 40% inhibited
IC ₅₀	Concentration at which the organism is 50% inhibited
LA	Load Allocations
LOEC	Lowest Observed Effect Concentration
µg/L	micrograms per Liter
mg/L	milligrams per Liter
MDEL	Maximum Daily Effluent Limitation
MEC	Maximum Effluent Concentration
MGD	Million Gallons Per Day
ML	Minimum Level
MRP	Monitoring and Reporting Program
ND	Not Detected
ng/L	nanograms per liter
NOEC	No Observable Effect Concentration
NPDES	National Pollutant Discharge Elimination System
NSPS	New Source Performance Standards
NTR	National Toxics Rule
OAL	Office of Administrative Law

PAHs	Polynuclear Aromatic Hydrocarbons
pg/L	picograms per liter
PMEL	Proposed Maximum Daily Effluent Limitation
PMP	Pollutant Minimization Plan
POTW	Publicly Owned Treatment Works
ppm	parts per million
ppb	parts per billion
QA	Quality Assurance
QA/QC	Quality Assurance/Quality Control
Ocean Plan	Water Quality Control Plan for Ocean Waters of California
Los Angeles Regional Water Board	California Regional Water Quality Control Board, Los Angeles Region
RPA	Reasonable Potential Analysis
SCP	Spill Contingency Plan
SIP	State Implementation Policy (Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California)
SMR	Self-Monitoring Reports
State Water Board	California State Water Resources Control Board
SWPPP	Storm Water Pollution Prevention Plan
TAC	Test Acceptability Criteria
Thermal Plan	Water Quality Control Plan for Control of Temperature in the Coastal and Interstate Water and Enclosed Bays and Estuaries of California
TIE	Toxicity Identification Evaluation
TMDL	Total Maximum Daily Load
TOC	Total Organic Carbon
TRE	Toxicity Reduction Evaluation
TSD	Technical Support Document
TSS	Total Suspended Solid
TU _c	Chronic Toxicity Unit
USEPA	United States Environmental Protection Agency
WDR	Waste Discharge Requirements
WET	Whole Effluent Toxicity
WLA	Waste Load Allocations
WQBELs	Water Quality-Based Effluent Limitations
WQS	Water Quality Standards
%	Percent

ATTACHMENT B – MAP



Salinity Management Pipeline



December 5, 2013

ATTACHMENT D – STANDARD PROVISIONS

I. STANDARD PROVISIONS – PERMIT COMPLIANCE

A. Duty to Comply

1. The Discharger must comply with all of the conditions of this Order. Any noncompliance constitutes a violation of the Clean Water Act (CWA) and the California Water Code and is grounds for enforcement action, for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. (40 C.F.R. § 122.41(a).)
2. The Discharger shall comply with effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions, even if this Order has not yet been modified to incorporate the requirement. (40 C.F.R. § 122.41(a)(1).)

B. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this Order. (40 C.F.R. § 122.41(c).)

C. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this Order that has a reasonable likelihood of adversely affecting human health or the environment. (40 C.F.R. § 122.41(d).)

D. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Discharger to achieve compliance with the conditions of this Order. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by a Discharger only when necessary to achieve compliance with the conditions of this Order. (40 C.F.R. § 122.41(e).)

E. Property Rights

1. This Order does not convey any property rights of any sort or any exclusive privileges. (40 C.F.R. § 122.41(g).)
2. The issuance of this Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of state or local law or regulations. (40 C.F.R. § 122.5(c).)

F. Inspection and Entry

The Discharger shall allow the Los Angeles Regional Water Board, State Water Board, U.S. EPA, and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to (40 C.F.R. § 122.41(i); Wat. Code, § 13383):

1. Enter upon the Discharger's premises where a regulated facility or activity is located or conducted, or where records are kept under the conditions of this Order (40 C.F.R. § 122.41(i)(1));

2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order (40 C.F.R. § 122.41(i)(2));
3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order (40 C.F.R. § 122.41(i)(3)); and
4. Sample or monitor, at reasonable times, for the purposes of assuring Order compliance or as otherwise authorized by the CWA or the Water Code, any substances or parameters at any location. (40 C.F.R. § 122.41(i)(4).)

G. Bypass

1. Definitions
 - a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility. (40 C.F.R. § 122.41(m)(1)(i).)
 - b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 C.F.R. § 122.41(m)(1)(ii).)
2. Bypass not exceeding limitations. The Discharger may allow any bypass to occur which does not cause exceedances of effluent limitations, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions listed in Standard Provisions – Permit Compliance I.G.3, I.G.4, and I.G.5 below. (40 C.F.R. § 122.41(m)(2).)
3. Prohibition of bypass. Bypass is prohibited, and the Los Angeles Regional Water Board may take enforcement action against a Discharger for bypass, unless (40 C.F.R. § 122.41(m)(4)(i)):
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage (40 C.F.R. § 122.41(m)(4)(i)(A));
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance (40 C.F.R. § 122.41(m)(4)(i)(B)); and
 - c. The Discharger submitted notice to the Los Angeles Regional Water Board as required under Standard Provisions – Permit Compliance I.G.5 below. (40 C.F.R. § 122.41(m)(4)(i)(C).)
4. The Los Angeles Regional Water Board may approve an anticipated bypass, after considering its adverse effects, if the Los Angeles Regional Water Board determines that it will meet the three conditions listed in Standard Provisions – Permit Compliance I.G.3 above. (40 C.F.R. § 122.41(m)(4)(ii).)
5. Notice
 - a. Anticipated bypass. If the Discharger knows in advance of the need for a bypass, it shall submit a notice, if possible at least 10 days before the date of the bypass. (40 C.F.R. § 122.41(m)(3)(i).)

- b. Unanticipated bypass. The Discharger shall submit notice of an unanticipated bypass as required in Standard Provisions - Reporting V.E below (24-hour notice). (40 C.F.R. § 122.41(m)(3)(ii).)

H. Upset

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Discharger. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. (40 C.F.R. § 122.41(n)(1).)

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of Standard Provisions – Permit Compliance I.H.2 below are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. (40 C.F.R. § 122.41(n)(2).)
2. Conditions necessary for a demonstration of upset. A Discharger who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that (40 C.F.R. § 122.41(n)(3)):
 - a. An upset occurred and that the Discharger can identify the cause(s) of the upset (40 C.F.R. § 122.41(n)(3)(i));
 - b. The permitted facility was, at the time, being properly operated (40 C.F.R. § 122.41(n)(3)(ii));
 - c. The Discharger submitted notice of the upset as required in Standard Provisions – Reporting V.E.2.b below (24-hour notice) (40 C.F.R. § 122.41(n)(3)(iii)); and
 - d. The Discharger complied with any remedial measures required under Standard Provisions – Permit Compliance I.C above. (40 C.F.R. § 122.41(n)(3)(iv).)
3. Burden of proof. In any enforcement proceeding, the Discharger seeking to establish the occurrence of an upset has the burden of proof. (40 C.F.R. § 122.41(n)(4).)

II. STANDARD PROVISIONS – PERMIT ACTION

A. General

This Order may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Order condition. (40 C.F.R. § 122.41(f).)

B. Duty to Reapply

If the Discharger wishes to continue an activity regulated by this Order after the expiration date of this Order, the Discharger must apply for and obtain a new permit. (40 C.F.R. § 122.41(b).)

C. Transfers

This Order is not transferable to any person except after notice to the Los Angeles Regional Water Board. The Los Angeles Regional Water Board may require modification or revocation

and reissuance of the Order to change the name of the Discharger and incorporate such other requirements as may be necessary under the CWA and the Water Code. (40 C.F.R. § 122.41(l)(3); § 122.61.)

III. STANDARD PROVISIONS – MONITORING

- A. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. (40 C.F.R. § 122.41(j)(1).)
- B. Monitoring results must be conducted according to test procedures under 40 C.F.R. part 136 or, in the case of sludge use or disposal, approved under 40 C.F.R. part 136 unless otherwise specified in 40 C.F.R. part 503 unless other test procedures have been specified in this Order. (40 C.F.R. § 122.41(j)(4); § 122.44(i)(1)(iv).)

IV. STANDARD PROVISIONS – RECORDS

- A. Except for records of monitoring information required by this Order related to the Discharger's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 C.F.R. part 503), the Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Order, and records of all data used to complete the application for this Order, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Los Angeles Regional Water Board Executive Officer at any time. (40 C.F.R. § 122.41(j)(2).)
- B. Records of monitoring information shall include:
 - 1. The date, exact place, and time of sampling or measurements (40 C.F.R. § 122.41(j)(3)(i));
 - 2. The individual(s) who performed the sampling or measurements (40 C.F.R. § 122.41(j)(3)(ii));
 - 3. The date(s) analyses were performed (40 C.F.R. § 122.41(j)(3)(iii));
 - 4. The individual(s) who performed the analyses (40 C.F.R. § 122.41(j)(3)(iv));
 - 5. The analytical techniques or methods used (40 C.F.R. § 122.41(j)(3)(v)); and
 - 6. The results of such analyses. (40 C.F.R. § 122.41(j)(3)(vi).)
- C. Claims of confidentiality for the following information will be denied (40 C.F.R. § 122.7(b)):
 - 1. The name and address of any permit applicant or Discharger (40 C.F.R. § 122.7(b)(1)); and
 - 2. Permit applications and attachments, permits and effluent data. (40 C.F.R. § 122.7(b)(2).)

V. STANDARD PROVISIONS – REPORTING

A. Duty to Provide Information

The Discharger shall furnish to the Los Angeles Regional Water Board, State Water Board, or U.S. EPA within a reasonable time, any information which the Los Angeles Regional Water Board, State Water Board, or U.S. EPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order or to determine compliance with this Order. Upon request, the Discharger shall also furnish to the Los Angeles Regional Water

Board, State Water Board, or U.S. EPA copies of records required to be kept by this Order. (40 C.F.R. § 122.41(h); Wat. Code, § 13267.)

B. Signatory and Certification Requirements

1. All applications, reports, or information submitted to the Los Angeles Regional Water Board, State Water Board, and/or U.S. EPA shall be signed and certified in accordance with Standard Provisions – Reporting V.B.2, V.B.3, V.B.4, and V.B.5 below. (40 C.F.R. § 122.41(k).)
2. All permit applications shall be signed by either a principal executive officer or ranking elected official. For purposes of this provision, a principal executive officer of a federal agency includes: (i) the chief executive officer of the agency, or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of U.S. EPA). (40 C.F.R. § 122.22(a)(3).)
3. All reports required by this Order and other information requested by the Los Angeles Regional Water Board, State Water Board, or U.S. EPA shall be signed by a person described in Standard Provisions – Reporting V.B.2 above, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described in Standard Provisions – Reporting V.B.2 above (40 C.F.R. § 122.22(b)(1));
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) (40 C.F.R. § 122.22(b)(2)); and
 - c. The written authorization is submitted to the Los Angeles Regional Water Board and State Water Board. (40 C.F.R. § 122.22(b)(3).)
4. If an authorization under Standard Provisions – Reporting V.B.3 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Standard Provisions – Reporting V.B.3 above must be submitted to the Los Angeles Regional Water Board and State Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative. (40 C.F.R. § 122.22(c).)
5. Any person signing a document under Standard Provisions – Reporting V.B.2 or V.B.3 above shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.” (40 C.F.R. § 122.22(d).)

C. Monitoring Reports

1. Monitoring results shall be reported at the intervals specified in the Monitoring and Reporting Program (Attachment E) in this Order. (40 C.F.R. § 122.41(l)(4).)
2. Monitoring results must be reported on a Discharge Monitoring Report (DMR) form or forms provided or specified by the Los Angeles Regional Water Board or State Water Board for reporting results of monitoring of sludge use or disposal practices. (40 C.F.R. § 122.41(l)(4)(i).)
3. If the Discharger monitors any pollutant more frequently than required by this Order using test procedures approved under 40 C.F.R. part 136, or another method required for an industry-specific waste stream under 40 C.F.R. subchapters N or O, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Los Angeles Regional Water Board. (40 C.F.R. § 122.41(l)(4)(ii).)
4. Calculations for all limitations, which require averaging of measurements, shall utilize an arithmetic mean unless otherwise specified in this Order. (40 C.F.R. § 122.41(l)(4)(iii).)

D. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this Order, shall be submitted no later than 14 days following each schedule date. (40 C.F.R. § 122.41(l)(5).)

E. Twenty-Four Hour Reporting

1. The Discharger shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. (40 C.F.R. § 122.41(l)(6)(i).)
2. The following shall be included as information that must be reported within 24 hours under this paragraph (40 C.F.R. § 122.41(l)(6)(ii)):
 - a. Any unanticipated bypass that exceeds any effluent limitation in this Order. (40 C.F.R. § 122.41(l)(6)(ii)(A).)
 - b. Any upset that exceeds any effluent limitation in this Order. (40 C.F.R. § 122.41(l)(6)(ii)(B).)
3. The Los Angeles Regional Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours. (40 C.F.R. § 122.41(l)(6)(iii).)

F. Planned Changes

The Discharger shall give notice to the Los Angeles Regional Water Board as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required under this provision only when (40 C.F.R. § 122.41(l)(1)):

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in section 122.29(b) (40 C.F.R. § 122.41(l)(1)(i)); or
2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in this Order nor to notification requirements under section 122.42(a)(1) (see Additional Provisions—Notification Levels VII.A.1). (40 C.F.R. § 122.41(l)(1)(ii).)
3. The alteration or addition results in a significant change in the Discharger's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 C.F.R. § 122.41(l)(1)(iii).)

G. Anticipated Noncompliance

The Discharger shall give advance notice to the Los Angeles Regional Water Board or State Water Board of any planned changes in the permitted facility or activity that may result in noncompliance with this Order's requirements. (40 C.F.R. § 122.41(l)(2).)

H. Other Noncompliance

The Discharger shall report all instances of noncompliance not reported under Standard Provisions – Reporting V.C, V.D, and V.E above at the time monitoring reports are submitted. The reports shall contain the information listed in Standard Provision – Reporting V.E above. (40 C.F.R. § 122.41(l)(7).)

I. Other Information

When the Discharger becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Los Angeles Regional Water Board, State Water Board, or U.S. EPA, the Discharger shall promptly submit such facts or information. (40 C.F.R. § 122.41(l)(8).)

VI. STANDARD PROVISIONS – ENFORCEMENT

The Los Angeles Regional Water Board is authorized to enforce the terms of this permit under several provisions of the Water Code, including, but not limited to, sections 13385, 13386, and 13387.

VII. ADDITIONAL PROVISIONS – NOTIFICATION LEVELS

A. Non-Municipal Facilities

Existing manufacturing, commercial, mining, and silvicultural Dischargers shall notify the Los Angeles Regional Water Board as soon as they know or have reason to believe (40 C.F.R. § 122.42(a)):

1. That any activity has occurred or will occur that would result in the discharge, on a routine or frequent basis, of any toxic pollutant that is not limited in this Order, if that discharge will exceed the highest of the following "notification levels" (40 C.F.R. § 122.42(a)(1)):
 - a. 100 micrograms per liter (µg/L) (40 C.F.R. § 122.42(a)(1)(i));

- b. 200 µg/L for acrolein and acrylonitrile; 500 µg/L for 2,4-dinitrophenol and 2-methyl-4,6-dinitrophenol; and 1 milligram per liter (mg/L) for antimony (40 C.F.R. § 122.42(a)(1)(ii));
 - c. Five (5) times the maximum concentration value reported for that pollutant in the Report of Waste Discharge (40 C.F.R. § 122.42(a)(1)(iii)); or
 - d. The level established by the Los Angeles Regional Water Board in accordance with section 122.44(f). (40 C.F.R. § 122.42(a)(1)(iv).)
- 2. That any activity has occurred or will occur that would result in the discharge, on a non-routine or infrequent basis, of any toxic pollutant that is not limited in this Order, if that discharge will exceed the highest of the following "notification levels" (40 C.F.R. § 122.42(a)(2)):
 - a. 500 micrograms per liter (µg/L) (40 C.F.R. § 122.42(a)(2)(i));
 - b. 1 milligram per liter (mg/L) for antimony (40 C.F.R. § 122.42(a)(2)(ii));
 - c. Ten (10) times the maximum concentration value reported for that pollutant in the Report of Waste Discharge (40 C.F.R. § 122.42(a)(2)(iii)); or
 - d. The level established by the Los Angeles Regional Water Board in accordance with section 122.44(f). (40 C.F.R. § 122.42(a)(2)(iv).)

B. Publicly-Owned Treatment Works (POTWs)

All POTWs shall provide adequate notice to the Los Angeles Regional Water Board of the following (40 C.F.R. § 122.42(b)):

- 1. Any new introduction of pollutants into the POTW from an indirect discharger that would be subject to sections 301 or 306 of the CWA if it were directly discharging those pollutants (40 C.F.R. § 122.42(b)(1)); and
- 2. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of adoption of the Order. (40 C.F.R. § 122.42(b)(2).)
- 3. Adequate notice shall include information on the quality and quantity of effluent introduced into the POTW as well as any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW. (40 C.F.R. § 122.42(b)(3).)

ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP NO. 9404)

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP) NO. 9404

The Code of Federal Regulations (40 C.F.R. § 122.48) requires that all NPDES permits specify monitoring and reporting requirements. Water Code sections 13267 and 13383 also authorize the <Los Angeles Regional Water Board to require technical and monitoring reports. This MRP establishes monitoring and reporting requirements that implement federal and California regulations.

I. GENERAL MONITORING PROVISIONS

- A. An effluent sampling station shall be established for the point of discharge (Discharge Point 001 [Latitude 34° 08' 34.75" North, Longitude 119° 11' 33.72" West]) and shall be located where representative samples of that effluent can be obtained.
- B. Effluent samples shall be taken downstream of any treatment works and prior to mixing with the receiving waters.
- C. The Los Angeles Regional Water Board shall be notified in writing of any change in the sampling stations once established or in the methods for determining the quantities of pollutants in the individual waste streams.
- D. Pollutants shall be analyzed using the analytical methods described in 40 CFR sections 136.3, 136.4, and 136.5 (revised May 18, 2012); or, where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or the State Water Resources Control Board (State Water Board). Laboratories analyzing effluent samples and receiving water samples shall be certified by the California Department of Public Health Environmental Laboratory Accreditation Program (ELAP) or approved by the Executive Officer and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided each time a new certification and/or renewal of the certification is obtained from ELAP.
- E. For any analyses performed for which no procedure is specified in the U.S. Environmental Protection Agency (USEPA) guidelines or in the MRP, the constituent or parameter analyzed and the method or procedure used must be specified in the monitoring report.
- F. Each monitoring report must affirm in writing that "all analyses were conducted at a laboratory certified for such analyses by the Department of Public Health or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this MRP".
- G. The monitoring reports shall specify the analytical method used, the Method Detection Limit (MDL), and the Minimum Level (ML) for each pollutant. For the purpose of reporting compliance with numerical limitations, performance goals, and receiving water limitations, analytical data shall be reported by one of the following methods, as appropriate:
 1. actual numerical value for sample results greater than or equal to the ML; or
 2. "Detected, but Not Quantified (DNQ)" if results are greater than or equal to the laboratory's MDL but less than the ML; or,
 3. "Not-Detected (ND)" for sample results less than the laboratory's MDL with the MDL indicated for the analytical method used.

Analytical data reported as "less than" for the purpose of reporting compliance with permit limitations shall be the same or lower than the permit limit(s) established for the given parameter'.

Current MLs (Attachment H) are those published in Appendix II of the Ocean Plan. In addition, samples for metals analyses, waste seawater discharge, storm water effluent samples, reference station samples, and receiving water samples must be analyzed by the approved analytical method with the lowest MDL (currently Inductively Coupled Plasma/Mass Spectrometry) described in the Ocean Plan.

- H. Where possible, the MLs employed for effluent analyses shall be lower than the permit limitations established for a given parameter. If the ML value is not below the effluent limitation, then the lowest ML value and its associated analytical method shall be selected for compliance purposes. At least once a year, the Discharger shall submit a list of the analytical methods employed for each test and associated laboratory QA/QC procedures.

The Regional Water Board, in consultation with the State Water Board Quality Assurance Program, shall establish a ML that is not contained in Attachment H to be included in the Discharger's permit in any of the following situations:

1. When the pollutant under consideration is not included in Attachment H;
 2. When the Discharger and Regional Water Board agree to include in the permit a test method that is more sensitive than that specified in 40 CFR section 136 (revised May 18, 2012);
 3. When the Discharger agrees to use an ML that is lower than that listed in Attachment H;
 4. When the Discharger demonstrates that the calibration standard matrix is sufficiently different from that used to establish the ML in Attachment H, and proposes an appropriate ML for their matrix; or,
 5. When the Discharger uses a method whose quantification practices are not consistent with the definition of an ML. Examples of such methods are the USEPA-approved method 1613 for dioxins and furans, method 1624 for volatile organic substances, and method 1625 for semi-volatile organic substances. In such cases, the Discharger, the Regional Water Board, and the State Water Board shall agree on a lowest quantifiable limit and that limit will substitute for the ML for reporting and compliance determination purposes.
- I. Water/wastewater samples must be analyzed within allowable holding time limits as specified in section 136.3. All QA/QC items must be run on the same dates the samples were actually analyzed, and the results shall be reported in the Regional Water Board format, when it becomes available, and submitted with the laboratory reports. Proper chain of custody procedures must be followed, and a copy of the chain of custody shall be submitted with the report.
- J. All analyses shall be accompanied by the chain of custody, including but not limited to date and time of sampling, sample identification, and name of person who performed sampling, date of analysis, name of person who performed analysis, QA/QC data, method detection limits, analytical methods, copy of laboratory certification, and a perjury statement executed by the person responsible for the laboratory.
- K. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and to insure accuracy of measurements, or shall insure that both equipment activities will be conducted.
- L. The Discharger shall have, and implement, an acceptable written quality assurance (QA) plan for laboratory analyses. Unless otherwise specified in the analytical method, duplicate samples must be analyzed at a frequency of 5% (1 in 20 samples) with at least one if there

are fewer than 20 samples in a batch. A batch is defined as a single analytical run encompassing no more than 24 hours from start to finish. A similar frequency shall be maintained for analyzing spiked samples.

- M. When requested by the Regional Water Board or USEPA, the Discharger will participate in the NPDES discharge monitoring report QA performance study. The Discharger must have a success rate equal to or greater than 80%.
- N. For parameters that both average monthly and daily maximum limits are specified and the monitoring frequency is less than four times a month, the following shall apply. If an analytical result is greater than the average monthly limit, the Discharger shall collect four additional samples at approximately equal intervals during the month, if possible, until compliance with the average monthly limit has been demonstrated. All five analytical results shall be reported in the monitoring report for that month, or 45 days after results for the additional samples were received, whichever is later. In the event of noncompliance with an average monthly effluent limitation, the sampling frequency for that constituent shall be increased to weekly and shall continue at this level until compliance with the average monthly effluent limitation has been demonstrated. The Discharger shall provide for the approval of the Executive Officer a program to ensure future compliance with the average monthly limit.
- O. In the event wastes are transported to a different disposal site during the report period, the following shall be reported in the monitoring report:
 - 1. Types of wastes and quantity of each type;
 - 2. Name and address for each hauler of wastes (or method of transport if other than by hauling); and
 - 3. Location of the final point(s) of disposal for each type of waste.

If no wastes are transported off-site during the reporting period, a statement to that effect shall be submitted.
- P. Each monitoring report shall state whether or not there was any change in the discharge as described in the Order during the reporting period.

II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

Table E-1. Monitoring Station Locations

Discharge Point Name	Monitoring Location Name	Monitoring Location Description
001	EFF-001	Effluent discharged from the Facility (RSMP) [Latitude 34° 08' 34.75" N, Longitude 119° 11' 33.72" W]
---	RSW-001	Center line of mixing zone (within Zone of Initial Dilution)
---	RSW-002	Edge of establishing mixing zone area (Edge of Zone of Initial Dilution) (47 feet from the outfall at a depth of approximately 10 feet)*
---	RSW-003	Outside Zone of Initial Dilution (100 feet from the outfall at a depth of approximately 10 feet)*
---	RSW-004	Upstream of discharge location to the Pacific Ocean (along Oxnard's 4500 transect)*

* The proposed monitoring locations were selected based on the modeling results. These monitoring locations may be modified pending the results of the Mixing Zone Study.

The North latitude and West longitude information in Table E-1 are approximate for administrative purposes.

III. INFLUENT MONITORING REQUIREMENTS – NOT APPLICABLE

IV. EFFLUENT MONITORING REQUIREMENTS

A. Monitoring Location EFF-001

1. The Discharger shall monitor wastewater discharge at EFF-001 as follows. If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding Minimum Level:

Table E-2. Effluent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Flow	MGD	Recorder	Continuous ²	1
Temperature	°F	Grab	1/Month	1
pH	pH unit	Grab	1/Month	1
Total Coliform	MPN/100 ml	Grab	1/Month	1
Fecal Coliform	MPN/100 ml	Grab	1/Month	1
Enterococcus	MPN/100 ml	Grab	1/Month	1
Dissolved Oxygen	mg/L	Grab	1/Month	1
Ammonia as N ³	µg/L	Grab	1/Month	1
Total Residual Chlorine ³	µg/L	Grab	1/Month	1
Chronic Toxicity ⁵	Pass or Fail, % Effect	Grab	1/Month	1
Biochemical Oxygen Demand (BOD), 5-day @ 20°C ³	mg/L	Grab	1/Quarter	1
Oil and Grease ^{2,3}	mg/L	Grab	1/Quarter	1
Settleable Solids	ml/L	Grab	1/Quarter	1
Total Suspended Solids (TSS) ³	mg/L	Grab	1/Quarter	1
Turbidity	NTU	Grab	1/Quarter	1
Antimony, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Arsenic, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Beryllium Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Cadmium, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Chromium (III) ₃ , Total Recoverable	µg/L	Grab	1/Month ⁴	1
Chromium (VI) ₃ , Total Recoverable	µg/L	Grab	1/Month ⁴	1
Copper, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Lead, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Mercury, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Nickel, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Selenium, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Silver, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Thallium, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Zinc, Total Recoverable ³	µg/L	Grab	1/Month ⁴	1
Cyanide ³	µg/L	Grab	1/Month ⁴	1
Phenolic Compounds (non-chlorinated) ^{3,6}	µg/L	Grab	1/Month ⁴	1
Chlorinated Phenolics ^{3,7}	µg/L	Grab	1/Month ⁴	1
TCDD Equivalents ^{3,8}	µg/L	Grab	1/Month ⁴	1
Acrolein ³	µg/L	Grab	1/Month ⁴	1
Acrylonitrile ³	µg/L	Grab	1/Month ⁴	1
Benzene ³	µg/L	Grab	1/Month ⁴	1
Carbon Tetrachloride ³	µg/L	Grab	1/Month ⁴	1
Chlorobenzene ³	µg/L	Grab	1/Month ⁴	1
Chlorodibromomethane ³	µg/L	Grab	1/Month ⁴	1
Chloroform ³	µg/L	Grab	1/Month ⁴	1
Dichlorobromomethane ³	µg/L	Grab	1/Month ⁴	1
1,2-Dichloroethane ³	µg/L	Grab	1/Month ⁴	1
1,1-Dichloroethylene ³	µg/L	Grab	1/Month ⁴	1
1,3-Dichloropropylene ³	µg/L	Grab	1/Month ⁴	1
Ethylbenzene ³	µg/L	Grab	1/Month ⁴	1
Halomethanes ^{3,9}	µg/L	Grab	1/Month ⁴	1
Dichloromethane ³	µg/L	Grab	1/Month ⁴	1
1,1,2,2-Tetrachloroethane ³	µg/L	Grab	1/Month ⁴	1
Tetrachloroethylene ³	µg/L	Grab	1/Month ⁴	1
Toluene ³	µg/L	Grab	1/Month ⁴	1
1,1,1-Trichloroethane ³	µg/L	Grab	1/Month ⁴	1
1,1,2-Trichloroethane ³	µg/L	Grab	1/Month ⁴	1
Trichloroethylene ³	µg/L	Grab	1/Month ⁴	1
Vinyl Chloride ³	µg/L	Grab	1/Month ⁴	1
4,6-Dinitro-2-Methylphenol ³	µg/L	Grab	1/Month ⁴	1
2,4-Dinitrophenol ³	µg/L	Grab	1/Month ⁴	1
2,4,6-Trichlorophenol ³	µg/L	Grab	1/Month ⁴	1
Benzidine ³	µg/L	Grab	1/Month ⁴	1
PAHs ^{3,10}	µg/L	Grab	1/Month ⁴	1
Bis(2-chloroethoxy)Methane ³	µg/L	Grab	1/Month ⁴	1
Bis(2-chlorotethyl)Ether ³	µg/L	Grab	1/Month ⁴	1
Bis(2-chloroisopropyl)Ether ³	µg/L	Grab	1/Month ⁴	1
Bis(2-ethylhexyl)Phthalate ³	µg/L	Grab	1/Month ⁴	1
Dichlorobenzenes ³	µg/L	Grab	1/Month ⁴	1
1,4-Dichlorobenzene ³	µg/L	Grab	1/Month ⁴	1

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
3,3'-Dichlorobenzidine ³	µg/L	Grab	1/Month ⁴	1
Diethyl Phthalate ³	µg/L	Grab	1/Month ⁴	1
Dimethyl Phthalate ³	µg/L	Grab	1/Month ⁴	1
Di-n-Butyl Phthalate ³	µg/L	Grab	1/Month ⁴	1
2,4-Dinitrotoluene ³	µg/L	Grab	1/Month ⁴	1
1,2-Diphenylhydrazine ³	µg/L	Grab	1/Month ⁴	1
Fluoranthene ³	µg/L	Grab	1/Month ⁴	1
Hexachlorobenzene ³	µg/L	Grab	1/Month ⁴	1
Hexachlorobutadiene ³	µg/L	Grab	1/Month ⁴	1
Hexachlorocyclopentadiene ³	µg/L	Grab	1/Month ⁴	1
Hexachloroethane ³	µg/L	Grab	1/Month ⁴	1
Isophorone ³	µg/L	Grab	1/Month ⁴	1
Nitrobenzene ³	µg/L	Grab	1/Month ⁴	1
N-Nitrosodimethylamine ³	µg/L	Grab	1/Month ⁴	1
N-Nitrosodi-N-propylamine ³	µg/L	Grab	1/Month ⁴	1
N-Nitrosodiphenylamine ³	µg/L	Grab	1/Month ⁴	1
Aldrin ³	µg/L	Grab	1/Month ⁴	1
HCH ^{3,11}	µg/L	Grab	1/Month ⁴	1
Chlordane ³	µg/L	Grab	1/Month ⁴	1
DDT ^{3,12}	µg/L	Grab	1/Month ⁴	1
Dieldrin ³	µg/L	Grab	1/Month ⁴	1
Endosulfan ³	µg/L	Grab	1/Month ⁴	1
Endrin ³	µg/L	Grab	1/Month ⁴	1
Heptachlor ³	µg/L	Grab	1/Month ⁴	1
Heptachlor Epoxide ³	µg/L	Grab	1/Month ⁴	1
PCBs ^{3,13}	µg/L	Grab	1/Month ⁴	1
Toxaphene ³	µg/L	Grab	1/Month ⁴	1
Tributyltin ³	µg/L	Grab	1/Month ⁴	1
Radioactivity ¹⁴ (Including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium)	pCi/L	Grab	2/Year	1

- Pollutants shall be analyzed using the analytical methods described in Part 136. For priority pollutants, the methods must meet the lowest minimum levels (MLs) specified in Appendix II of the Ocean Plan (2012) that is required to demonstrate compliance. Where no methods are specified for a given pollutant, the methods must be approved by this Los Angeles Regional Water Board or the State Water Board.
- When continuous monitoring is required, the total daily flow (24-hour basis) shall be reported.
- The mass emission (lbs/day) for the discharge shall be calculated and reported using the actual concentration and the actual flow rate measured at the time of discharge, using the formula:

$$M = 8.34 \times C \times Q$$

Where: M = mass discharge for a pollutant, lbs/day
C = actual concentration for a pollutant, mg/L
Q = actual discharge flow rate, MGD

4. Upon the commencement of discharges from the RSMP, if after 2 years all monitoring results for this constituent are reported as non-detect, using detection limits that are sufficiently sensitive to demonstrate compliance with effluent limitations, the sampling frequency for this constituent may be reduced to once per quarter. However, if after the reduction in monitoring frequency for this constituent is allowed, monitoring results are reported at concentrations greater than the applicable effluent limitation, the monitoring frequency for this constituent reverts to monthly until at least four consecutive samples demonstrate compliance with the effluent limitation.
5. Refer to section V, Whole Effluent Toxicity Testing Requirements. "Pass" or "Fail" for Median Monthly Effluent Limitation (MMEEL). "Pass" or "Fail" and "% Effect" for Maximum Daily Effluent Limitation (MDEL). The MMEEL for chronic toxicity shall only apply when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".
6. Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
7. Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
8. TCDD Equivalents shall mean the sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below. USEPA method 1613 may be used to analyze dioxin and furan congeners.

$$\text{Dioxin-TEQ (TCDD Equivalents)} = \sum (C_x \times \text{TEF}_x)$$

Where:

C_x = concentration of dioxin or furan congener x

TEF_x = TEF for congener x

Toxicity Equivalence Factors

Isomer Group	Toxicity Equivalence Factor (TEF)
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
Octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01

9. Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide), and chloromethane (methyl chloride).
10. PAHs shall mean the sum of acenaphthylene, anthracene, 1,2-benzanthracene, 3,4-benzofluoranthene, benzo(k)fluoranthene, 1,12-benzoperylene, benzo(a)pyrene, chrysene, dibenzo(a,h)anthracene, fluorene, indeno(1,2,3-cd)pyrene, phenanthrene and pyrene.
11. HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
12. DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD and 2,4'-DDD.
13. PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254 and Aroclor-1260.
14. Analyze these radiochemicals by the following USEPA methods:

Method 900.0 for gross alpha and gross beta;	Method 903.0 or 903.1 for radium-226;
Method 904.0 for radium-228;	Method 906.0 for tritium;
Method 905.0 for strontium-90;	Method 908.0 for uranium.

Analysis for combined radium-226 & 228 shall be conducted only if gross alpha results for the same sample exceed 15 pCi/L or beta greater than 50 pCi/L. If radium-226 & 228 exceeds 5 pCi/L, analyze for tritium, strontium-90 and uranium.

V. WHOLE EFFLUENT TOXICITY TESTING REQUIREMENTS

A. Chronic Toxicity Testing

1. Discharge In-stream Waste Concentration (IWC) for Chronic Toxicity

The chronic toxicity IWC for this discharge is **1.37 percent** [$1/(72+1)$] effluent. For receiving water monitoring, the IWC shall be 100% of the sample collected at the specified station location for receiving water monitoring.

2. Sample Volume and Holding Time

The total sample volume shall be determined by the specific toxicity test method used. Sufficient sample volume shall be collected to perform the required toxicity test. For the receiving water, sufficient sample volume shall be collected for subsequent TIE studies, if necessary, at each sampling event. All toxicity tests shall be conducted as soon as possible following sample collection. No more than 36 hours shall elapse before the conclusion of sample collection and test initiation.

3. Chronic Marine and Estuarine Species and Test Methods

If effluent samples are collected from outfalls discharging to receiving waters with salinity ≥ 1 ppt, the Discharger shall conduct the following chronic toxicity tests on effluent samples—at the in-stream waste concentration for the discharge—in accordance with species and test methods in *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine Organisms* (EPA/600/R-95/136, 1995). Artificial sea salts shall be used to increase sample salinity. In no case shall these species be substituted with another test species unless written authorization from the Executive Officer is received.

- a. A static renewal toxicity test with the topsmelt, *Atherinops affinis* (Larval Survival and Growth Test Method 1006.01).
- b. A static non-renewal toxicity test with the purple sea urchin, *Strongylocentrotus purpuratus*, and the sand dollar, *Dendraster excentricus* (Fertilization Test Method 1008.0), or a static non-renewal toxicity test with the red abalone, *Haliotis rufescens* (Larval Shell Development Test Method).
- c. A static non-renewal toxicity test with the giant kelp, *Macrocystis pyrifera* (Germination and Growth Test Method 1009.0).

4. Chronic Freshwater Species and Test Methods

If effluent samples are collected from outfalls discharging to receiving waters with salinity < 1 ppt, the Discharger shall conduct the following chronic toxicity tests on effluent samples—at the in-stream waste concentration for the discharge—in accordance with species and test methods in *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms* (EPA/821/R-02/013, 2002; Table IA, 40 CFR section 136). In no case shall these species be substituted with another test species unless written authorization from the Executive Officer is received.

- a. A static renewal toxicity test with the fathead minnow, *Pimephales promelas* (Larval Survival and Growth Test Method 1000.0).
- b. A static renewal toxicity test with the daphnid, *Ceriodaphnia dubia* (Survival and Reproduction Test Method 1002.01).

- c. A static renewal toxicity test with the green alga, *Selenastrum capricornutum* (also named *Raphidocelis subcapitata*) (Growth Test Method 1003.0).

5. **Species Sensitivity Screening**

Species sensitivity screening shall be conducted during this permit's first three monthly monitorings. For each monthly sampling event, the Discharger shall collect a single effluent sample and concurrently conduct three toxicity tests using the fish, an invertebrate, and the alga species previously referenced. The species that exhibits the highest "Percent Effect" at the discharge IWC during species sensitivity screening shall be used for the routine monthly monitoring.

Species sensitivity rescreening is required every 24 months. The Discharger shall rescreen with the fish, an invertebrate, and the alga species previously referenced and continue to monitor with the most sensitive species. If the first suite of rescreening tests demonstrates that the same species is the most sensitive then the rescreening does not need to include more than one suit of tests. If a different species is the most sensitive or if there is ambiguity, then the Discharger shall proceed with suites of screening tests for a minimum of three, but not to exceed five suites.

6. **Quality Assurance and Additional Requirements**

Quality assurance measures, instructions, and other recommendations and requirements are found in the test methods manual previously referenced. Additional requirements are specified below.

- a. The discharge is subject to determination of "Pass" or "Fail" and "Percent Effect" from a single-effluent concentration chronic toxicity test at the discharge IWC using the Test of Significant Toxicity (TST) approach described in *National Pollutant Discharge Elimination System Test of Significant Toxicity Implementation Document* (EPA 833-R-10-003, 2010), Appendix A, Figure A-1, and Table A-1. The null hypothesis (H_0) for the TST approach is: Mean discharge IWC response $\leq 0.75 \times$ Mean control response. A test result that rejects this null hypothesis is reported as "Pass". A test result that does not reject this null hypothesis is reported as "Fail". The relative "Percent Effect" at the discharge IWC is defined and reported as: $((\text{Mean control response} - \text{Mean discharge IWC response}) \div \text{Mean control response}) \times 100$.
- b. The Median Monthly Effluent Limit (MMEL) for chronic toxicity only applies when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".
- c. If the effluent toxicity test does not meet all test acceptability criteria (TAC) specified in the referenced test method, then the Discharger must re-sample and re-test within 14 days.
- d. Dilution water and control water, including brine controls, shall be laboratory water prepared and used as specified in the test methods manual. If dilution water and control water is different from test organism culture water, then a second control using culture water shall also be used.
- e. Reference toxicant tests and effluent toxicity tests shall be conducted using the same test conditions (e.g., same test duration, etc.). Monthly reference toxicant testing is sufficient.

- f. All reference toxicant test results should be reviewed and reported according to EPA guidance on the evaluation of concentration-response relationships found in *Method Guidance and Recommendations for Whole Effluent Toxicity (WET) Testing* (40 CFR section 136) (EPA 821-B-00-004, 2000).
- g. The Discharger shall perform toxicity tests on final effluent samples. Chlorine and ammonia shall not be removed from the effluent sample prior to toxicity testing, unless explicitly authorized under this section of the Monitoring and Reporting Program and the rationale is explained in the Fact Sheet (Attachment F).

7. **Preparation of Initial Investigation TRE Work Plan**

The Discharger shall prepare or update and submit a generic Initial Investigation TRE Work Plan (1-2 pages) within **90 days** of the permit effective date, to be ready to respond to toxicity events. The Discharger shall review and update this work plan as necessary so it remains current and applicable to the discharge. At minimum, the work plan shall include:

- a. A description of the investigation and evaluation techniques that would be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.
- b. A description of methods for maximizing in-house treatment system efficiency, good housekeeping practices, and a list of all chemicals used in operations at the facility.
- c. If a Toxicity Identification Evaluation (TIE) is necessary, an indication of who would conduct the TIEs (i.e., an in-house expert or outside contractor).

8. **Accelerated Monitoring Schedule for Median Monthly Summary Result: "Fail" (or Maximum Daily Single Result: "Fail and % Effect ≥ 50 ")**. The summary result shall be used when there is discharge more than one day in a calendar month. The single result shall be used when there is discharge of only one day in a calendar month.

Within 24 hours of the time the Discharger becomes aware of this result, the Discharger shall implement an accelerated monitoring schedule consisting of four, five-concentration toxicity tests (including the discharge IWC), conducted at approximately two week intervals, over an eight week period. If each of the accelerated toxicity tests results in "Pass", the Discharger shall return to routine monitoring for the next monitoring period. If one of the accelerated toxicity tests results in "Fail", the Discharger shall immediately implement the Toxicity Reduction Evaluation (TRE) Process conditions set forth below.

9. **Toxicity Reduction Evaluation (TRE) Process**

- a. **Preparation and Implementation of Detailed TRE Work Plan.** The Discharger shall immediately initiate a TRE using, according to the type of treatment facility, EPA manual *Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants* (EPA/833/B-99/002, 1999) or EPA manual *Generalized Methodology for Conducting Industrial Toxicity Reduction Evaluations* (EPA/600/2-88/070, 1989) and, within 30 days, submit to the Executive Officer a Detailed TRE Work Plan, which shall follow the generic Initial Investigation TRE Work Plan revised as appropriate for this toxicity event. It shall include the following information, and comply with additional conditions set by the Executive Officer:
 - i. Further actions by the Discharger to investigate, identify, and correct the causes of toxicity.

- ii. Actions the Discharger will take to mitigate the effects of the discharge and prevent the recurrence of toxicity.
- iii. A schedule for these actions, progress reports, and the final report.
- b. **TIE Implementation.** The Discharger may initiate a TIE as part of a TRE to identify the causes of toxicity using the same species and test method and, as guidance, EPA manuals: *Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures* (EPA/600/6-91/003, 1991); *Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity* (EPA/600/R-92/080, 1993); *Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity* (EPA/600/R-92/081, 1993); and *Marine Toxicity Identification Evaluation (TIE): Phase I Guidance Document* (EPA/600/R-96-054, 1996). The TIE should be conducted on the species demonstrating the most sensitive toxicity response.
- c. Many recommended TRE elements parallel required or recommended efforts for source control, pollution prevention, and storm water control programs. TRE efforts should be coordinated with such efforts. As toxic substances are identified or characterized, the Discharger shall continue the TRE by determining the sources and evaluating alternative strategies for reducing or eliminating the substances from the discharge. All reasonable steps shall be taken to reduce toxicity to levels consistent with toxicity evaluation parameters.
- d. The Discharger shall conduct routine effluent monitoring for the duration of the TRE process. Additional accelerated monitoring and TRE work plans are not required once a TRE is begun.
- e. The Regional Water Board recognizes that toxicity may be episodic and identification of causes and reduction of sources of toxicity may not be successful in all cases. The TRE may be ended at any stage if monitoring finds there is no longer toxicity.

10. Reporting

The Self Monitoring Report (SMR) shall include a full laboratory report for each toxicity test. This report shall be prepared using the format and content of the test methods manual chapter called Report Preparation, including:

- a. The toxicity test results for the TST approach, reported as "Pass" or "Fail" and "Percent Effect" at the chronic toxicity IWC for the discharge.
- b. Water quality measurements for each toxicity test (e.g., pH, dissolved oxygen, temperature, conductivity, hardness, salinity, chlorine, ammonia).
- c. TRE/TIE results. The Executive Officer shall be notified no later than 30 days from completion of each aspect of TRE/TIE analyses.
- d. Statistical program (e.g., TST calculator, CETIS, etc.) output results for each toxicity test.

VI. LAND DISCHARGE MONITORING REQUIREMENTS – NOT APPLICABLE

VII. RECYCLING MONITORING REQUIREMENTS – NOT APPLICABLE

VIII. RECEIVING WATER MONITORING REQUIREMENTS

A. Monitoring Location RSW-001, RSW-002, RSW-003, and RSW-004

1. The Discharger shall monitor the Pacific Ocean (Hueneme) at RSW-001, RSW-002, RSW-003, and RSW-004 as follows:

Table E-3. Receiving Water Monitoring Requirements

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Temperature	°F	Grab	1/Quarter	1
BOD, 5-day @ 20°C	mg/L	Grab	1/Quarter	1
Total Suspended Solids (TSS)	mg/L	Grab	1/Quarter	1
pH	pH unit	Grab	1/Quarter	1
Oil and Grease	mg/L	Grab	1/Quarter	1
Settleable Solids	ml/L	Grab	1/Quarter	1
Turbidity	NTU	Grab	1/Quarter	1
Chronic Toxicity ²	Pass or Fail, % Effect	Grab	1/Monthly ¹²	1
Dissolved Oxygen	mg/L	Grab	1/Quarter	1
Total Residual Chlorine	µg/L	Grab	1/Month ³	1
Ammonia as N	µg/L	Grab	1/Month ³	1
Total Coliform	MPN/100 ml	Grab	1/Month ³	1
Fecal Coliform	MPN/100 ml	Grab	1/Month ³	1
Enterococcus	MPN/100 ml	Grab	1/Month ³	1
Antimony, Total Recoverable	µg/L	Grab	1/Month ³	1
Arsenic, Total Recoverable	µg/L	Grab	1/Month ³	1
Beryllium, Total Recoverable	µg/L	Grab	1/Month ³	1
Cadmium, Total Recoverable	µg/L	Grab	1/Month ³	1
Chromium (III), Total Recoverable	µg/L	Grab	1/Month ³	1
Chromium (VI), Total Recoverable	µg/L	Grab	1/Month ³	1
Copper, Total Recoverable	µg/L	Grab	1/Month ³	1
Lead, Total Recoverable	µg/L	Grab	1/Month ³	1
Mercury, Total Recoverable	µg/L	Grab	1/Month ³	1
Nickel, Total Recoverable	µg/L	Grab	1/Month ³	1
Selenium, Total Recoverable	µg/L	Grab	1/Month ³	1
Silver, Total Recoverable	µg/L	Grab	1/Month ³	1
Thallium, Total Recoverable	µg/L	Grab	1/Month ³	1
Zinc, Total Recoverable	µg/L	Grab	1/Month ³	1
Cyanide	µg/L	Grab	1/Month ³	1
Phenolic Compounds (non-chlorinated) ⁴	µg/L	Grab	1/Month ³	1
Chlorinated Phenolics ⁵	µg/L	Grab	1/Month ³	1

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
TCDD Equivalents ⁶	µg/L	Grab	1/Month ³	1
Acrolein	µg/L	Grab	1/Month ³	1
Acrylonitrile	µg/L	Grab	1/Month ³	1
Benzene	µg/L	Grab	1/Month ³	1
Carbon Tetrachloride	µg/L	Grab	1/Month ³	1
Chlorobenzene	µg/L	Grab	1/Month ³	1
Chlorodibromomethane	µg/L	Grab	1/Month ³	1
Chloroform	µg/L	Grab	1/Month ³	1
Dichlorobromomethane	µg/L	Grab	1/Month ³	1
1,2-Dichloroethane	µg/L	Grab	1/Month ³	1
1,1-Dichloroethylene	µg/L	Grab	1/Month ³	1
1,3-Dichloropropylene	µg/L	Grab	1/Month ³	1
Ethylbenzene	µg/L	Grab	1/Month ³	1
Halomethanes ⁷	µg/L	Grab	1/Month ³	1
Dichloromethane	µg/L	Grab	1/Month ³	1
1,1,2,2-Tetrachloroethane	µg/L	Grab	1/Month ³	1
Tetrachloroethylene	µg/L	Grab	1/Month ³	1
Toluene	µg/L	Grab	1/Month ³	1
1,1,1-Trichloroethane	µg/L	Grab	1/Month ³	1
1,1,2-Trichloroethane	µg/L	Grab	1/Month ³	1
Trichloroethylene	µg/L	Grab	1/Month ³	1
Vinyl Chloride	µg/L	Grab	1/Month ³	1
4,6-Dinitro-2-Methylphenol	µg/L	Grab	1/Month ³	1
2,4-Dinitrophenol	µg/L	Grab	1/Month ³	1
2,4,6-Trichlorophenol	µg/L	Grab	1/Month ³	1
Benzidine	µg/L	Grab	1/Month ³	1
PAHs ⁸	µg/L	Grab	1/Month ³	1
Bis(2-chloroethoxy)Methane	µg/L	Grab	1/Month ³	1
Bis(2-chloroethyl)Ether	µg/L	Grab	1/Month ³	1
Bis(2-chloroisopropyl)Ether	µg/L	Grab	1/Month ³	1
Bis(2-ethylhexyl)Phthalate	µg/L	Grab	1/Month ³	1
Dichlorobenzenes	µg/L	Grab	1/Month ³	1
1,4-Dichlorobenzene	µg/L	Grab	1/Month ³	1
3,3'-Dichlorobenzidine	µg/L	Grab	1/Month ³	1
Diethyl Phthalate	µg/L	Grab	1/Month ³	1
Dimethyl Phthalate	µg/L	Grab	1/Month ³	1
Di-n-Butyl Phthalate	µg/L	Grab	1/Month ³	1
2,4-Dinitrotoluene	µg/L	Grab	1/Month ³	1
1,2-Diphenylhydrazine	µg/L	Grab	1/Month ³	1
Fluoranthene	µg/L	Grab	1/Month ³	1
Hexachlorobenzene	µg/L	Grab	1/Month ³	1
Hexachlorobutadiene	µg/L	Grab	1/Month ³	1
Hexachlorocyclopentadiene	µg/L	Grab	1/Month ³	1

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Hexachloroethane	µg/L	Grab	1/Month ³	1
Isophorone	µg/L	Grab	1/Month ³	1
Nitrobenzene	µg/L	Grab	1/Month ³	1
N-Nitrosodimethylamine	µg/L	Grab	1/Month ³	1
N-Nitrosodi-N-propylamine	µg/L	Grab	1/Month ³	1
N-Nitrosodiphenylamine	µg/L	Grab	1/Month ³	1
Aldrin	µg/L	Grab	1/Month ³	1
HCH ⁹	µg/L	Grab	1/Month ³	1
Chlordane	µg/L	Grab	1/Month ³	1
DDT ¹⁰	µg/L	Grab	1/Month ³	1
Dieldrin	µg/L	Grab	1/Month ³	1
Endosulfan	µg/L	Grab	1/Month ³	1
Endrin	µg/L	Grab	1/Month ³	1
Heptachlor	µg/L	Grab	1/Month ³	1
Heptachlor Epoxide	µg/L	Grab	1/Month ³	1
PCBs ¹¹	µg/L	Grab	1/Month ³	1
Toxaphene	µg/L	Grab	1/Month ³	1
Tributyltin	µg/L	Grab	1/Month ³	1

- Pollutants shall be analyzed using the analytical methods described in Part 136. For priority pollutants, the methods must meet the lowest minimum levels (MLs) specified in Appendix II of the Ocean Plan (2012) that is required to demonstrate compliance. Where no methods are specified for a given pollutant, the methods must be approved by this Los Angeles Regional Water Board or the State Water Board.
- Refer to section V, Whole Effluent Toxicity Testing Requirements. A toxicity test sample is immediately subject to TIE procedures to identify the toxic chemical(s), if a chronic toxicity test shows "Fail and % Effect value ≥50". The Discharger shall initiate a TIE using, as guidance, EPA manuals: *Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures* (EPA/600/6-91/003, 1991); *Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity* (EPA/600/R-92/080, 1993); *Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity* (EPA/600/R-92/081, 1993); and *Marine Toxicity Identification Evaluation (TIE): Phase I Guidance Document* (EPA/600/R-96-054, 1996). The TIE should be conducted on the species demonstrating the most sensitive toxicity response.
- Monthly for the first year and quarterly after the first year. For RSW-003 and RSW-004, if a quarterly sample exceeds the water quality objectives in the Ocean Plan, the monitoring frequency returns to monthly for that constituent until at least four consecutive samples demonstrate compliance with the water quality objective.
- Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
- Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
- TCDD Equivalents shall mean the sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below. USEPA method 1613 may be used to analyze dioxin and furan congeners.

$$\text{Dioxin-TEQ (TCDD Equivalents)} = \sum (C_x \times \text{TEF}_x)$$

Where:

C_x = concentration of dioxin or furan congener x

TEF_x = TEF for congener x

Toxicity Equivalence Factors

Isomer Group	Toxicity Equivalence Factor (TEF)
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
Octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01

7. Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide), and chloromethane (methyl chloride).
8. PAHs shall mean the sum of acenaphthylene, anthracene, 1,2-benzanthracene, 3,4-benzofluoranthene, benzo(k)fluoranthene, 1,12-benzoperylene, benzo(a)pyrene, chrysene, dibenzo(a,h)anthracene, fluorene, indeno(1,2,3-cd)pyrene, phenanthrene and pyrene.
9. HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
10. DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD and 2,4'-DDD.
11. PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254 and Aroclor-1260.
12. Monthly for the first year. For receiving water monitoring locations RSW-001 and RSW-002, the monitoring frequency may be decreased to quarterly after the first year. For RSW-003 and RSW-004, if the testing results are determined to be in compliance, the frequency of monitoring may be decreased to quarterly. If a quarterly sample exceeds the chronic toxicity limitation, the monitoring frequency returns to monthly until at least four consecutive samples demonstrate compliance with the prescribed effluent chronic toxicity limitation.

IX. OTHER MONITORING REQUIREMENTS

A. Visual Monitoring of the Receiving Water

The following general observations or measurements at the receiving water stations shall be reported when collecting receiving water samples.

1. Tidal stage, time, and date of monitoring.
2. General water conditions.
3. Extent of visible turbidity or color patches.
4. Appearance of oil films or grease, or floatable material.
5. Depth at each station for each sampling point.
6. Presence or absence of red tide.
7. Presence of marine life.
8. Presence and activity of the California least tern and the California brown pelican.

B. Outfall and Diffuser Inspection

1. The ocean outfall shall be externally inspected a minimum of once per year. Inspections shall include observations and photographic/videographic records of the outfall pipes and adjacent ocean bottom. The pipes shall be visually inspected by a diver, manned submarine, or remotely operated vehicle. A summary report of the inspection findings of the previous year shall be included in the first quarterly monitoring report (due by May 1 of each year). This written report, augmented with videographic and/or photographic

images, will provide a description of the observed condition of the discharge pipes from shallow water to their respective termini.

X. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. If there is no discharge during any reporting period, the report shall so state.
3. If the Discharger monitors (other than for process/operational control, startup, research, or equipment testing) any influent, effluent, or receiving water constituent more frequently than required by this Permit using approved analytical methods, the results of those analyses shall be included in the monitoring report. These results shall be reflected in the calculation of the average (or median) used in demonstrating compliance with this Order/Permit.
4. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with waste discharge requirements, as well as all excursions of effluent limitations.
5. The Discharger shall inform the Regional Water Board well in advance of any proposed construction activity that could potentially affect compliance with applicable requirements.
6. The Discharger shall report the results of chronic toxicity testing, TRE and TIE as required in the Attachment E, Monitoring and Reporting, section V.

B. Self-Monitoring Reports (SMR's)

1. At any time during the term of this permit, the State or Regional Water Board may notify the Discharger to electronically submit Self-Monitoring Reports (SMRs) using the State Water Board's California Integrated Water Quality System (CIWQS) Program Web site (<http://www.waterboards.ca.gov/ciwqs/index.html>). The CIWQS Web site will provide additional directions for SMR submittal in the event there will be service interruption for electronic submittal.

Until such notification is given, the Discharger shall submit SMRs that are less than 10 MB by email to losangeles@waterboards.ca.gov. Documents that are 10 MB or larger should be transferred to disk and mailed to:

California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013

2. The Discharger shall report in the SMR the results for all monitoring specified in this MRP under sections III through IX. The Discharger shall submit quarterly SMR's including the results of all required monitoring using U.S. EPA-approved test methods or other test methods specified in this Order. SMR's are to include all new monitoring results obtained since the last SMR was submitted. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR.

3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule:

Table E-4. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period	SMR Due Date
Continuous	May 1, 2014	All	Submit with quarterly SMR
Monthly	May 1, 2014	1 st day of calendar month through last day of calendar month	Submit with quarterly SMR
Quarterly	May 1, 2014	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	May 1 August 1 November 1 February 1
Semiannually	July 1, 2014	January 1 - June 30 July 1 - December 31	August 1 February 1

4. Reporting Protocols. The Discharger shall report with each sample result the applicable reported Minimum Level (reported ML, also known as the Reporting Level, or RL) and the current Method Detection Limit (MDL), as determined by the procedure in 40 C.F.R. part 136.

The Discharger shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

- Sample results greater than or equal to the reported ML shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
- Sample results less than the reported ML, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported.

For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ. The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy ($\pm$ a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.

- Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.
 - Dischargers are to instruct laboratories to establish calibration standards so that the ML value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve.
5. Compliance Determination. Compliance with effluent limitations for reportable pollutants shall be determined using sample reporting protocols defined above and Attachment A of this Order. For purposes of reporting and administrative enforcement by the Los Angeles Regional Water Board and State Water Board, the Discharger shall be deemed out of

- compliance with effluent limitations if the concentration of the reportable pollutant in the monitoring sample is greater than the effluent limitation and greater than or equal to the reported Minimum Level (ML).
6. Multiple Sample Data. When determining compliance with a measure of central tendency (arithmetic mean, geometric mean, median, etc.) of multiple sample analyses and the data set contains one or more reported determinations of "Detected, but Not Quantified" (DNQ) or "Not Detected" (ND), the Discharger shall compute the median in place of the arithmetic mean in accordance with the following procedure:
- The data set shall be ranked from low to high, ranking the reported ND determinations lowest, DNQ determinations next, followed by quantified values (if any). The order of the individual ND or DNQ determinations is unimportant.
 - The median value of the data set shall be determined. If the data set has an odd number of data points, then the median is the middle value. If the data set has an even number of data points, then the median is the average of the two values around the middle unless one or both of the points are ND or DNQ, in which case the median value shall be the lower of the two middle values where DNQ is lower than a value and ND is lower than DNQ.
7. The Discharger shall submit SMR's in accordance with the following requirements:
- The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.
 - The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the WDR's; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

C. Discharge Monitoring Reports (DMR's)

- At any time during the term of this permit, the State Water Board or the Los Angeles Regional Water Board may notify the Discharger to electronically submit DMR's. Until such notification is given specifically for the submittal of DMR's, the Discharger shall submit DMR's in accordance with the requirements described below.
- DMR's must be signed and certified as required by the standard provisions (Attachment D). The Discharger shall submit the original DMR and one copy of the DMR to the address listed below:

STANDARD MAIL	FEDEX/UPS/ OTHER PRIVATE CARRIERS
State Water Resources Control Board Division of Water Quality c/o DMR Processing Center PO Box 100 Sacramento, CA 95812-1000	State Water Resources Control Board Division of Water Quality c/o DMR Processing Center 1001 I Street, 15 th Floor Sacramento, CA 95814

3. All discharge monitoring results must be reported on the official U.S. EPA pre-printed DMR forms (EPA Form 3320-1) or on self-generated forms that follow the exact same format of EPA Form 3320-1.

D. Other Reports

1. The Discharger shall report the results of any special studies, acute toxicity testing, chronic toxicity testing, and TRE/TIE required by Special Provisions – VI.C.2 and 3 of this Order. The Discharger shall submit reports in compliance with SMR reporting requirements described in subsection X.B above.
2. Within 90 days of the effective date of this permit, the Discharger is required to submit the following required by Special Provisions of this Order to the Regional Water Board:
 - a. An Initial Investigation TRE workplan.
 - b. An updated Storm Water Pollution Prevention Plan (SWPPP).
 - c. An updated Best Management Practices Plan (BMPP).
3. Within 90 days after the adoption of the permit, the Discharger is required to submit the following required by Special Provisions of this Order to the Regional Water Board:
 - a. Mixing Zone Study Work Plan.
 - b. Sediment Loading Study Work Plan.

ATTACHMENT F – FACT SHEET

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ATTACHMENT F – FACT SHEET

As described in section I, the Los Angeles Regional Water Board incorporates this Fact Sheet as findings of the Los Angeles Regional Water Board supporting the issuance of this Order. This Fact Sheet includes the legal requirements and technical rationale that serve as the basis for the requirements of this Order.

This Order has been prepared under a standardized format to accommodate a broad range of discharge requirements for Dischargers in California. Only those sections or subsections of this Order that are specifically identified as “not applicable” have been determined not to apply to this Discharger. Sections or subsections of this Order not specifically identified as “not applicable” are fully applicable to this Discharger.

I. PERMIT INFORMATION

The following table summarizes administrative information related to the facility.

Table F-1. Facility Information

WDID	4A560130001
Discharger	Calleguas Municipal Water District
Name of Facility	Regional Salinity Management Pipeline (RSMP)
Facility Address	2100 Olsen Road
	Thousand Oaks, CA 91360
	Ventura County
Facility Contact, Title and Phone	Amy Maday, Regulatory Compliance Supervisor, (805) 579-7117
Authorized Person to Sign and Submit Reports	Tony Goff, Manager of Operations and Maintenance
Mailing Address	2100 Olsen Road, Thousand Oaks, CA 91360
Billing Address	Same as above
Type of Facility	Wholesale water supplier, SIC Code 4941
Major or Minor Facility	Major
Threat to Water Quality	3
Complexity	C
Pretreatment Program	N/A
Recycling Requirements	N/A
Facility Permitted Flow	17.52 MGD (million gallons per day)
Facility Design Flow	19.1 MGD (million gallons per day)
Watershed	Ventura County Coastal
Receiving Water	Pacific Ocean
Receiving Water Type	Ocean waters

- A. Calleguas Municipal Water District (hereinafter Discharger or CMWD) is a wholesale water supplier to cities and unincorporated areas in Ventura County south and east of the Santa Clara River. CMWD is in the process of constructing a pipeline (the Calleguas Regional Salinity Management Pipeline, or RSMP) that will collect and discharge treated effluent from publicly-owned treatment works (POTWs) and concentrates from brackish groundwater desalter plants and wastewater treatment facilities throughout the Calleguas Creek Watershed. CMWD is the owner and operator of the RSMP, or Facility. CMWD is hereinafter referred to as Discharger.

For the purposes of this Order, references to the "discharger" or "permittee" in applicable federal and state laws, regulations, plans, or policy are held to be equivalent to references to the Discharger herein.

- B. The Facility proposes to discharge wastewater and concentrates to the Pacific Ocean, at Port Hueneme Beach, a water of the United States. The Discharger was previously regulated by Order R4-2008-0014 and National Pollutant Discharge Elimination System (NPDES) Permit No. CA0064521, which was adopted on April 3, 2008, and expired on March 10, 2013. However, as per 40 CFR section 122 the permit has been administratively extended until the Board takes action on this item. Attachment B provides a map of the area around the Facility. Attachment C provides a flow schematic of the Facility.
- C. The Discharger filed a report of waste discharge and submitted an application for reissuance of its WDR's and NPDES permit on September 14, 2012. The application was deemed complete on December 12, 2013. A site visit was conducted on October 9, 2012, to observe operations and collect additional data to develop permit limitations and requirements for waste discharge.

II. FACILITY DESCRIPTION

CMWD is building the Calleguas Regional Salinity Management Pipeline (RSMP), which will extend from Simi Valley to Port Hueneme, to discharge both tertiary-treated municipal wastewaters and concentrates generated by membrane treatment of groundwater and wastewater treatment facilities to the Pacific Ocean. The operation of the RSMP will effectively reduce the current salt loadings to the Calleguas Creek Watershed by conveying saline waters and concentrate for discharge to the Pacific Ocean. Portions of the RSMP are expected to be completed and operational by the end of 2013.

The RSMP diameter varies along the length of the pipeline and is a maximum of 48 inches in internal diameter near the downstream end. Pipeline materials also vary along the pipeline and include high-density polyethylene (HDPE), polyvinyl chloride (PVC), and welded steel (WSP).

The RSMP is scheduled for construction in multiple phases as described below:

- Phase 1 was comprised of five segments (i.e., 1A, 1B, 1C, 1D, and 1E) and constructed the RSMP from Camrosa Water Reclamation Facility (WRF) to the Hueneme Outfall.
- Phase 2 is also comprised of five segments, described as follows:
 - Phases 2A, 2B, and 2C run along Lewis Road, cross Highway 101 and extend up to Somis Road.
 - Phases 2D, and 2E will run along Somis Road and then adjacent to Highway 118/Los Angeles Avenue. This phase will collect concentrate from desalters in the Somis area and wastewater from the Moorpark Wastewater Treatment Plant.
- Phase 3 extends through Moorpark and Simi Valley. This phase will collect concentrate from desalters in the Moorpark and Simi Valley areas.

CMWD indicated that Phase 1 of the RSMP, from the Camrosa Water Reclamation Facility (WRF) to the Hueneme Outfall, has been completed. Phases 2A and 2C are also completed and expected to be operational in 2013/2014. The remaining portions of Phase 2 (i.e., 2B, 2D, and 2E) are in design and expected to be online within the timeframe of the next permit cycle, by 2018. Phase 3 is still being projected for future work. CMWD anticipates discharge from the RSMP to the Hueneme Outfall will commence in 2014.

A. Description of Wastewater and Biosolids Treatment and Controls

CMWD indicated in the ROWD that the sources for the RSMP over the permit term include highly treated effluent from two POTWs and concentrate from five membrane groundwater treatment plants not yet operational. In addition, concentrate generated by an existing brackish water reclamation demonstration facility will be discharged into the RSMP.

The eight sources currently identified for discharging flow into the RSMP are as follows:

- Camarillo Water Reclamation Plant (WRP) (existing)
- Camrosa WRF (existing)
- Ventura County Waterworks District Moorpark Desalter (future)
- Agricultural Somis Desalter (future)
- Camarillo North Pleasant Valley Desalter (future)
- Camrosa Round Mountain Water Treatment Plant (WTP) (existing)
- Agricultural Desalters (future)
- Port Hueneme Water Agency (PHWA) Brackish Water Reclamation Demonstration Facility (BWRDF) (existing)

Discharges from the Camarillo WRP are currently regulated by NPDES Permit No. CA0053597. The WRP has a treatment capacity of 6.75 MGD and provides wastewater treatment consisting of primary treatment, activated sludge treatment, nitrification/denitrification, secondary clarification, tertiary filtration, chlorination, and dechlorination. A portion of the effluent is recycled for landscape and agricultural use. Effluent flow in excess of recycled water demand is discharged into Conejo Creek and varies with the seasonal demand for recycled water. CMWD estimated in the ROWD the discharge flow from the Camarillo WRP would be 3.8 MGD for 30 days out of the year.

Discharges from the Camrosa WRF are regulated by NPDES Permit No. CA0059501. The WRF has a treatment capacity of 1.5 MGD. In 2000, the average flow was 1.34 MGD. Wastewater treatment is provided through extended aeration, nitrogen removal, secondary clarification, tertiary filtration, and disinfection. The WRF does not currently dechlorinate prior to discharge; however, the WRF's operations will change to include dechlorination prior to initiating discharge to the RSMP. Effluent from the WRF is recycled for landscaping and agricultural use. The NPDES Permit allows discharge into Calleguas Creek when the volume of wastewater exceeds the recycled demand and storage pond capacity. CMWD noted in the ROWD that most years, the WRF does not discharge into Calleguas Creek, but when they do occur, discharges extend for one to two weeks in the spring. The WRF would direct excess flows to the RSMP in lieu of discharges to Calleguas Creek.

Ventura County Waterworks District plans to build a desalter west of the City of Moorpark, generally along Highway 118, to treat the groundwater in the vicinity of the City of Moorpark, which has concentrations of chloride and TDS which make it unsuitable for potable water use. A feasibility study has been completed for the desalter, groundwater modeling is underway, and operation is expected in 2017. The desalter is expected to produce a brine discharge of approximately 1.49 MGD.

Agricultural pumpers, including mutual water companies and private entities, are working together to build one or more desalters to allow them to treat the shallow groundwater in the vicinity of Somis, to make it suitable for agricultural irrigation on crops. The desalter is expected to be located east of Somis, generally along Highway 118. A feasibility study has been completed for the desalter and operation is expected to begin in 2016. The desalter is expected to produce a brine discharge of 0.79 MGD.

The City of Camarillo currently operates two wells (Wells A & B) with high salinity which are blended with imported Calleguas water to achieve drinking water quality standards. The City of Camarillo plans to install one or two additional wells in the area and treat the water from all of the wells with the proposed North Pleasant Valley (NPV) Desalter. The desalter will be in the City of Camarillo at the intersection of Las Posas Road and Lewis Road. The treatment plant pilot testing and the groundwater modeling have been completed. The operation is expected to begin in 2016. It is expected to produce a brine discharge of 2.14 MGD.

The Camrosa Round Mountain WTP is currently located at the Camrosa WRF. The Facility includes a raw water supply pipeline from the existing University Well to the treatment plant site, finished water pipeline to pressure distribution system and a concentrate disposal line to the RSMP. The project began discharging to the RSMP in January 2014. The WTP is expected to produce a maximum brine discharge of 0.16 MGD.

CMWD is also expecting discharges from various agricultural users on the Oxnard Plain who are interested in attaining sources with lower salinity concentrations than their local groundwater. Agricultural interests in the area have expressed the desire to install reverse osmosis (RO) facilities at local irrigation wells and dispose of the RO reject to the RSMP. Brine water quality would vary based on the local water sources. Brine water quality should be similar to other nearby desalters. The schedule for construction of these desalters is not known. It is anticipated to be one or more agricultural desalters with brine discharges totaling approximately 2.55 MGD.

The BWRDF is owned by the PHWA and is located along Perkins Road in the City of Oxnard. The BWRDF was constructed in 1998, with startup in January 1999. The BWRDF incorporates a combination of desalting treatment technologies, including RO and nanofiltration (NF). Currently, chloraminated water is treated through the membranes at the BWRDF. Once PHWA begins discharging its concentrate streams into the RSMP, the Agency will change its operations to ensure dechlorination occurs before discharge. It is designed to treat 4.5 MGD of influent water and creates a combined concentrate stream of approximately 1.69 MGD.

CMWD indicated that the specific discharges listed above may not be inclusive of all flows that may discharge to the RSMP during the permit term. CMWD is required to notify the Los Angeles Regional Water Board of the location, type, and connection schedule for any new discharges to the RSMP that are not set forth in the proposed Order. CMWD indicated that additional flows will be allowed to discharge to the RSMP only if:

- They consist of potable water, groundwater, concentrate resulting from membrane treatment of potable water or groundwater, or concentrate resulting from membrane treatment of tertiary treated wastewater sources specifically listed in the Order;
- The discharge does not exceed effluent and receiving water quality-based limitations established in the Order;
- The total discharge does not exceed the maximum flow rate established by the Order.

All treatment of the discharges would be complete prior to entering the RSMP. The RSMP is used solely to transport the combined effluents to the discharge point at the Hueneme Outfall.

Table F-2. Summary of the Currently Identified Sources and Discharges to the RSMP

Name of Facility	Flow (MGD)
POTWs:	
Camarillo Sanitary District WRP	3.8

Name of Facility	Flow (MGD)
Camrosa WRF	1.5
Desalters:	
VCWWD Moorpark Desalter	1.49
Somis Agricultural Desalter	0.79
Camarillo NPV Desalter	2.14
Camrosa Round Mountain Desalter	0.16
Oxnard Plain Agricultural Desalters	2.55
PHWA BWRDF	1.69
Total	14.12

B. Discharge Points and Receiving Waters

The Discharger proposes to discharge up to 19.1 MGD of treated municipal wastewaters and concentrates generated by membrane treatment of groundwater and wastewater treatment facilities, into the Pacific Ocean at Port Hueneme Beach, a water of the United States, (Latitude 34° 08' 34.75" North, Longitude 119° 11' 33.72" West).

CMWD is the owner and operator of the Hueneme Outfall which will solely discharge flow from the RSMP. The landside portion of the RSMP connects with the Hueneme Outfall for discharge into the Pacific Ocean at Port Hueneme Beach. The discharge point for the Hueneme Outfall will be located approximately 4,000 feet offshore. The diffuser on the Hueneme Outfall is 380 feet in length and includes 30 ports. The port openings alternate so that they are at 26 foot centers on each side, staggered with ports at the same spacing on the opposite side, giving 13 foot spacing along the diffuser. Ports are above the pipe axis, discharging typically at about 20 degrees from the horizontal. The diffuser follows the sea bed slope, falling gradually offshore, from a high point at the connection to the main pipe. Characteristics of the diffuser are summarized in Table F-3.

Table F-3. Characteristics of the Diffuser on the Hueneme Outfall

Parameter	Value
Length	5,000 feet
Conveyance piping inside diameter	30 inches
Port diameter at opening	5 inches
Port spacing	13 feet
Port vertical angle	20 degrees
Port horizontal angle	132.3 degrees
Number of ports	30
Length of diffuser section	380 feet
Ocean depth at riser	N/A
Approximate depth to the top of port	47 feet (mean lower low water)
Exit design velocity	10 feet per second
Dilution ratio	72:1

CMWD has completed theoretical modeling for the Hueneme Outfall dilution ratio. The results of the modeling were originally included in the ROWD submitted on July 15, 2007. At the time of the submittal of the ROWD in 2007, the dilution ratio of the Hueneme Outfall was

determined by modeling the discharge using the USEPA-approved Visual Plumes (VP) program. Modeling runs were performed using ambient receiving water (Pacific Ocean) data collected in 2002 from the nearby Reliant Energy Ocean Outfall for salinity and temperature at various depths. Scenarios were evaluated over the range of flows expected on the RSMP, including 2, 6, 10, 14, and 19.1 MGD. The lowest dilution predicted by the VP model was 99.5:1, occurring at the highest flow rate of 19.1 MGD under 2002 summer conditions.

The modeling was updated in 2007 to use more recent (August 2006 and February 2007) receiving water data collected by the City of Oxnard. Summer and winter conditions were modeled with an assumed 19.4 MGD effluent flow in CORMIX, Visual Plumes (VP), and KOH & FAN using the updated receiving water data sets. The KOH & FAN models predicted 72:1, a lower, more conservative dilution upon reaching the surface. CORMIX predicted 94:1, and VP predicted 89:1. Discussions between RWQCB and SWRCB staff resulted in the approved dilution ratio in Calleguas' current SMP Permit (R4-2008-0014) of 72:1, the most conservative predicted by the updated models.

The State Water Board and the Los Angeles Regional Water Board reviewed the modeling and additional information provided by CMWD and granted a dilution ratio of 72:1 for discharges from the RSMP.

C. Summary of Existing Requirements and Self-Monitoring Report (SMR) Data

The RSMP has not commenced discharges yet; therefore, effluent limitations contained in the previous Order for discharges from Discharge Point 001 (Monitoring Location EFF-001) are summarized in Table F-4.

Table F-4. Historic Effluent Limitations and Monitoring Data

Parameter	Units	Effluent Limitation					
		Average Monthly	Average Weekly	Maximum Daily	Instantan. Minimum	Instantan. Maximum	6-Month Median
Biochemical Oxygen Demand (BOD), 5-day @ 20°C	mg/L	30	45	--	--	--	--
	lbs/day ¹	4,384	6,575	--	--	--	--
Total Suspended Solids (TSS)	mg/L	60	--	--	--	--	--
	lbs/day ¹	8,767	--	--	--	--	--
pH	s.u.	--	--	--	6.0	9.0	--
Oil and Grease	mg/L	25	40	--	--	--	--
	lbs/day ¹	3,653	5,845	--	--	--	--
Settleable Solids	ml/L	1.0	1.5	--	--	--	--
Turbidity	NTU	75	100	--	--	--	--
Total Residual Chlorine	µg/L	--	--	584	--	4380	146
	lbs/day ¹	--	--	85.3	--	640	21
Ammonia as N	µg/L	--	--	175,200	--	438,000	43,800
	lbs/day ¹	--	--	25,600	--	63,999	6,400
Acute Toxicity	TU _a	--	--	2.46	--	--	--
Chronic Toxicity	TU _c	--	--	73	--	--	--
Total Coliform	MPN/100 ml	2					
Fecal Coliform	MPN/100 ml	2					
Enterococcus	MPN/100 ml	2					
Arsenic	µg/L	--	--	2,120	--	5,624	368
	lbs/day ¹	--	--	310	--	822	54
Beryllium	µg/L	2.4	--	--	--	--	--
	lbs/day ¹	0.4	--	--	--	--	--

CALLEGUAS MUNICIPAL WATER DISTRICT
REGIONAL SALINITY MANAGEMENT PIPELINE

ORDER R4-2014-0033
NPDES NO. CA0064521

Parameter	Units	Effluent Limitation					
		Average Monthly	Average Weekly	Maximum Daily	Instantan. Minimum	Instantan. Maximum	6-Month Median
Cadmium	µg/L	---	---	292	---	730	73
	lbs/day ¹	---	---	43	---	107	11
Chromium (VI)	µg/L	---	---	584	---	1,460	146
	lbs/day ¹	---	---	85	---	213	21
Copper	µg/L	---	---	732	---	2,046	75
	lbs/day ¹	---	---	107	---	299	11
Lead	µg/L	---	---	584	---	1,460	146
	lbs/day ¹	---	---	85	---	213	21
Mercury	µg/L	---	---	12	---	29	3
	lbs/day ¹	---	---	2	---	4	0.4
Nickel	µg/L	---	---	1,460	---	3,650	365
	lbs/day ¹	---	---	213	---	533	53
Selenium	µg/L	---	---	4,380	---	10,950	1,095
	lbs/day ¹	---	---	640	---	1,600	160
Silver	µg/L	---	---	193	---	500	40
	lbs/day ¹	---	---	28	---	73	6
Thallium	µg/L	---	---	---	---	---	---
	lbs/day ¹	---	---	---	---	---	---
Zinc	µg/L	---	---	5,264	---	14,024	884
	lbs/day ¹	---	---	769	---	2,049	129
Cyanide	µg/L	---	---	292	---	730	73
	lbs/day ¹	---	---	43	---	107	11
Phenolic Compounds (non-chlorinated) ³	µg/L	---	---	8,760	---	21,900	2,190
	lbs/day ¹	---	---	1,280	---	3,200	320
Chlorinated Phenolics ⁴	µg/L	---	---	292	---	730	73
	lbs/day ¹	---	---	43	---	107	11
TCDD Equivalents	µg/L	2.85E-07	---	---	---	---	---
	lbs/day ¹	4.16E-08	---	---	---	---	---
Acrylonitrile	µg/L	7.3	---	---	---	---	---
	lbs/day ¹	1.1	---	---	---	---	---
Benzene	µg/L	431	---	---	---	---	---
	lbs/day ¹	63	---	---	---	---	---
Carbon Tetrachloride	µg/L	66	---	---	---	---	---
	lbs/day ¹	9.6	---	---	---	---	---
Chlorodibromomethane	µg/L	628	---	---	---	---	---
	lbs/day ¹	92	---	---	---	---	---
Dichlorobromomethane	µg/L	453	---	---	---	---	---
	lbs/day ¹	66	---	---	---	---	---
1,1-Dichloroethylene	µg/L	65.7	---	---	---	---	---
	lbs/day ¹	9.6	---	---	---	---	---
1,3-Dichloropropene	µg/L	650	---	---	---	---	---
	lbs/day ¹	95	---	---	---	---	---
1,1,2,2-Tetrachloroethane	µg/L	168	---	---	---	---	---
	lbs/day ¹	24.5	---	---	---	---	---
Tetrachloroethylene	µg/L	146	---	---	---	---	---
	lbs/day ¹	21.3	---	---	---	---	---

CALLEGUAS MUNICIPAL WATER DISTRICT
REGIONAL SALINITY MANAGEMENT PIPELINE

ORDER R4-2014-0033
NPDES NO. CA0064521

Parameter	Units	Effluent Limitation					
		Average Monthly	Average Weekly	Maximum Daily	Instantan. Minimum	Instantan. Maximum	6-Month Median
1,1,2-Trichloroethane	µg/L	686	---	---	---	---	---
	lbs/day ¹	100	---	---	---	---	---
Tributyltin	µg/L	0.102	---	---	---	---	---
	lbs/day ¹	0.015	---	---	---	---	---
2,4-Dinitrophenol	µg/L	292	---	---	---	---	---
	lbs/day ¹	43	---	---	---	---	---
2,4,6-Trichlorophenol	µg/L	21	---	---	---	---	---
	lbs/day ¹	3	---	---	---	---	---
Benzidine	µg/L	0.005	---	---	---	---	---
	lbs/day ¹	0.0007	---	---	---	---	---
Bis(2-Chloroethoxy)Methane	µg/L	321	---	---	---	---	---
	lbs/day ¹	47	---	---	---	---	---
Bis(2-Chloroethyl)Ether	µg/L	3	---	---	---	---	---
	lbs/day ¹	0.48	---	---	---	---	---
Bis(2-Ethylhexyl)Phthalate	µg/L	256	---	---	---	---	---
	lbs/day ¹	37	---	---	---	---	---
3,3'-Dichlorobenzidine	µg/L	0.59	---	---	---	---	---
	lbs/day ¹	0.09	---	---	---	---	---
2,4-Dinitrotoluene	µg/L	190	---	---	---	---	---
	lbs/day ¹	28	---	---	---	---	---
1,2-Diphenylhydrazine	µg/L	12	---	---	---	---	---
	lbs/day ¹	1.7	---	---	---	---	---
Hexachlorobenzene	µg/L	0.015	---	---	---	---	---
	lbs/day ¹	0.002	---	---	---	---	---
Hexachloroethane	µg/L	182	---	---	---	---	---
	lbs/day ¹	27	---	---	---	---	---
Nitrobenzene	µg/L	358	---	---	---	---	---
	lbs/day ¹	52	---	---	---	---	---
N-Nitrosodimethylamine	µg/L	533	---	---	---	---	---
	lbs/day ¹	78	---	---	---	---	---
N-Nitrosodi-n-Propylamine	µg/L	28	---	---	---	---	---
	lbs/day ¹	4	---	---	---	---	---
N-Nitrosodiphenylamine	µg/L	182	---	---	---	---	---
	lbs/day ¹	27	---	---	---	---	---
Aldrin	µg/L	0.002	---	---	---	---	---
	lbs/day ¹	0.0002	---	---	---	---	---
Chlordane	µg/L	0.002	---	---	---	---	---
	lbs/day ¹	0.0002	---	---	---	---	---
DDT ⁵	µg/L	0.012	---	---	---	---	---
	lbs/day ¹	0.002	---	---	---	---	---
Dieldrin	µg/L	0.003	---	---	---	---	---
	lbs/day ¹	0.0004	---	---	---	---	---
Endosulfan	µg/L	---	---	1.314	---	1.971	0.657
	lbs/day ¹	---	---	0.192	---	0.288	0.096
Endrin	µg/L	---	---	0.292	---	0.438	0.146
	lbs/day ¹	---	---	0.043	---	0.064	0.021

Parameter	Units	Effluent Limitation					
		Average Monthly	Average Weekly	Maximum Daily	Instantan. Minimum	Instantan. Maximum	6-Month Median
Heptachlor	µg/L	0.004	---	---	---	---	---
	lbs/day ¹	0.0005	---	---	---	---	---
Heptachlor Epoxide	µg/L	0.002	---	---	---	---	---
	lbs/day ¹	0.0002	---	---	---	---	---
PAH ⁶	µg/L	0.64	---	---	---	---	---
	lbs/day ¹	0.094	---	---	---	---	---
HCH ⁷	µg/L	---	---	0.58	---	0.88	0.29
	lbs/day ¹	---	---	0.085	---	0.128	0.043
PCBs ⁸	µg/L	0.001	---	---	---	---	---
	lbs/day ¹	0.0002	---	---	---	---	---
Toxaphene	µg/L	0.015	---	---	---	---	---
	lbs/day ¹	0.002	---	---	---	---	---
Radioactivity	Not to exceed limits specified in Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 3, §30253 of the California Code of Regulations. Reference to §30253 is prospective, including future changes to any incorporated provisions of federal law, as the changes take effect.						

- Mass-based effluent limitations are based on a discharge flow rate of 17.52 MGD. It is the total estimated contributing flows when the previous Order was issued.
- Bacterial Limitations:
 - 30-day Geometric Mean Limitations – The geometric mean shall be calculated using the five most recent sample results:
 - Total coliform density shall not exceed 1,000 per 100 ml;
 - Fecal coliform density shall not exceed 200 per 100 ml; and
 - Enterococcus density shall not exceed 35 per 100 ml.
 - Single-Sample Maximum (SSM)
 - Total coliform density shall not exceed 10,000 per 100 ml;
 - Fecal coliform density shall not exceed 400 per 100 ml;
 - Enterococcus density shall not exceed 104 per 100/ml; and
 - The total coliform density shall not exceed 1,000 per 100 ml when the fecal coliform/total coliform ratio exceeds 0.1.
- Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
- Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
- DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD, and 2,4'-DDD.
- PAHs shall mean the sum of acenaphthylene; anthracene; 1,2-benzanthracene; 3,4-benzofluoranthene; benzo(k)fluoranthene; 1,12-benzoperylene; benzo(a)pyrene; chrysene; dibenzo(a,h)anthracene; fluorine; indeno(1,2,3-cd)pyrene; phenanthrene; and pyrene.
- HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
- PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254, and Aroclor-1260.

D. Compliance Summary

The RSMP has not commenced discharges yet; therefore, there are no compliance issues present.

E. Planned Changes

CMWD indicated that Phase 1 of the RSMP, from the Camrosa Water Reclamation Facility (WRF) to the Hueneme Outfall, has been completed. Phases 2A and 2C are also completed and expected to be operational in 2013/2014. The remaining portions of Phase 2 (i.e., 2B, 2D,

and 2E) are in design and expected to be online within the timeframe of the next permit cycle, by 2018. Phase 3 is still being projected for future work. CMWD anticipates discharge from the RSMP to the Hueneme Outfall will commence in 2014.

III. APPLICABLE PLANS, POLICIES, AND REGULATIONS

The requirements contained in this Order are based on the requirements and authorities described in this section.

A. Legal Authorities

This Order serves as WDR's pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with section 13260). This Order is also issued pursuant to section 402 of the federal Clean Water Act (CWA) and implementing regulations adopted by the U.S. EPA and chapter 5.5, division 7 of the Water Code (commencing with section 13370). It shall serve as an NPDES permit for point source discharges from this facility to surface waters.

B. California Environmental Quality Act (CEQA)

Under Water Code section 13389, this action to adopt an NPDES permit is exempt from the provisions of Chapter 3 of CEQA, (commencing with section 21100) of Division 13 of the Public Resources Code.

C. State and Federal Laws, Regulations, Policies, and Plans

1. **Water Quality Control Plan.** The Los Angeles Regional Water Board adopted a Water Quality Control Plan for the Los Angeles Region (hereinafter Basin Plan) on June 13, 1994 that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for the Pacific Ocean and all waters addressed through the plan. In addition, the Basin Plan implements State Water Resources Control Board (State Water Board) Resolution 88-63, which established state policy that all waters, with certain exceptions, should be considered suitable or potentially suitable for municipal or domestic supply. Requirements in this Order implement the Basin Plan.

Beneficial uses applicable to the Pacific Ocean at Ventura County Coastal are as follows:

Table F-5. Basin Plan Beneficial Uses

Discharge Point	Receiving Water Name	Beneficial Use(s)
001	Pacific Ocean at Port Hueneme Beach	
	<u>Nearshore Zone</u> (The zone bounded by the shoreline and a line 1000 feet from the shoreline or the 30-foot depth contours, whichever is further from the shoreline)	<u>Existing:</u> Industrial Service Supply (IND); Navigation (NAV); Water Contact (REC-1) and Non-Contact (REC-2) Recreation; Commercial and Sport Fishing (COMM); Marine Habitat (MAR); Wildlife Habitat (WILD); Preservation of Biological Habitats (BIOL) ¹ ; Rare, Threatened or Endangered Species (RARE) ² ; Migration of Aquatic Organisms (MIGR) ³ ; Spawning, Reproduction, and/or Early Development (SPWN) ³ ; and Shellfish Harvesting (SHELL).
	<u>Offshore Zone</u>	<u>Existing:</u> Industrial Service Supply (IND); Navigation (NAV); Water Contact (REC-1) and Non-Contact (REC-2) Recreation; Commercial and Sport Fishing (COMM); Marine Habitat (MAR); Wildlife Habitat

Discharge Point	Receiving Water Name	Beneficial Use(s)
		(WILD); Rare, Threatened or Endangered Species (RARE) ² ; Migration of Aquatic Organisms (MIGR) ³ ; Spawning, Reproduction, and/or Early Development (SPWN) ³ ; and Shellfish Harvesting (SHELL).

1. Areas of Special Biological Significance (along coast from Latigo Point to Laguna Point) and Big Sycamore Canyon and Abalone Cove Ecological Reserves and Point Fermin Marine Life Refuge.
2. One or more rare species utilize all ocean, bays, estuaries, and coastal wetlands for foraging and/or nesting.
3. Aquatic organisms utilize all bays, estuaries, lagoons, and coastal wetlands, to a certain extent, for spawning and early development. This may include migration into areas which are heavily influenced by freshwater inputs.

2. **Thermal Plan.** The State Water Board adopted the Water Quality Control Plan for Control of Temperature in the Coastal and Interstate Waters and Enclosed Bays and Estuaries of California (Thermal Plan) on January 7, 1971, and amended this plan on September 18, 1975. This plan contains temperature objectives for coastal waters. Requirements of this Order implement the Thermal Plan.
3. **California Ocean Plan.** The State Water Board adopted the Water Quality Control Plan for Ocean Waters of California, California Ocean Plan (Ocean Plan) in 1972 and amended it in 1978, 1983, 1988, 1990, 1997, 2000, 2005, 2009 and 2012. The State Water Board adopted the latest amendment on October 16, 2012, and it became effective on July 1, 2013. The Ocean Plan is applicable, in its entirety, to point source discharges to the ocean. The Ocean Plan identifies beneficial uses of ocean waters of the state to be protected as summarized below:

Table F-6. Ocean Plan Beneficial Uses

Discharge Point	Receiving Water	Beneficial Uses
001	Pacific Ocean	Industrial water supply; water contact and non-contact recreation, including aesthetic enjoyment; navigation; commercial and sport fishing; mariculture; preservation and enhancement of designated Areas of Special Biological Significance (ASBS); rare and endangered species; marine habitat; fish spawning and shellfish harvesting

In order to protect the beneficial uses, the Ocean Plan establishes water quality objectives and a program of implementation. Requirements of this Order implement the Ocean Plan.

4. **Antidegradation Policy.** Federal regulation 40 C.F.R. section 131.12 requires that the state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution 68-16. Resolution 68-16 is deemed to incorporate the federal antidegradation policy where the federal policy applies under federal law. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Los Angeles Regional Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies. The permitted discharge must be consistent with the antidegradation provision of section 131.12 and State Water Board Resolution 68-16.

The Ocean Plan (2012) Item III.C (Implementation Provisions for Table 1) 3 includes a requirement that "Effluent limits shall be imposed in a manner prescribed by the State

Water Board such that the concentrations set forth as water quality objectives shall not be exceeded in the receiving water upon completion of initial dilution, except that objectives indicated for radioactivity shall apply directly to the undiluted waste effluent." Item III.F (Revision of Waste Discharge Requirements) 1 of the Ocean Plan states that "The Regional Boards may establish more restrictive water quality objectives and effluent limitations than those set forth in this Plan as necessary for the protection of beneficial uses of ocean waters."

The RSMP proposes to discharge treated wastewater from POTWs and concentrates generated by membrane treatment of groundwater and wastewater treatment facilities. Up to the time of drafting this permit, there are no data available to characterize the mixed wastes as they will be discharged. The analysis of the discharge is based solely on theoretical modeling of the proposed individual components of the discharge, including historical monitoring data for the wastewater treatment plants and one of the desalters and assumptions for other desalters that are not yet operating. Therefore, this Order includes effluent limitations for all of the constituents listed in the Ocean Plan. Upon commencement of discharges from the RSMP, the Los Angeles Regional Water Board may use actual discharge data to evaluate the need for effluent limitations based on water quality objectives in the Ocean Plan.

5. **Anti-Backsliding Requirements.** Sections 402(o) and 303(d)(4) of the CWA and federal regulations at 40 C.F.R. section 122.44(l) restrict backsliding in NPDES permits. These anti-backsliding provisions require that effluent limitations in a reissued permit must be as stringent as those in the previous permit, with some exceptions in which limitations may be relaxed.
6. **Endangered Species Act Requirements.** This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C.A. §§ 1531 to 1544). This Order requires compliance with effluent limits, receiving water limits, and other requirements to protect the beneficial uses of waters of the state, including protecting rare and endangered species. The discharger is responsible for meeting all requirements of the applicable Endangered Species Act.

D. Impaired Water Bodies on CWA 303(d) List

Section 303(d) of the CWA requires states to identify specific water bodies where water quality standards are not expected to be met after implementation of technology-based effluent limitations on point sources. For all 303(d)-listed water bodies and pollutants, the Los Angeles Regional Water Board plans to develop and adopt TMDLs that will specify WLAs for point sources and load allocations (LAs) for non-point sources, as appropriate.

On November 10, 2010, the USEPA approved the State Water Board's 2010 303(d) List of Water Quality Limited Segments (hereinafter 303(d) list). The 303(d) list identifies water bodies where water quality standards are not expected to be met after implementation of technology-based effluent limitations by point sources (water quality limited water bodies).

Ormond Beach (including the area of Ormond Beach at Oxnard Drain) is on the 303(d) List for indicator bacteria. In addition, Port Hueneme Pier is listed for polychlorinated biphenyls (PCBs). Port Hueneme Harbor (Back Basins) is listed for DDT (tissue) and PCBs (tissue). Total Maximum Daily Loads (TMDLs) for these pollutants have not been completed. Completion of the TMDLs affecting Ormond Beach and Port Hueneme Pier is expected in 2015 and in 2019, respectively. The 303(d) List indicates the TMDL affecting Port Hueneme

Harbor is being addressed by an action other than a TMDL and attainment is expected in 2019.

E. Other Plans, Policies and Regulations – Not Applicable

IV. RATIONALE FOR EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

The CWA requires point source dischargers to control the amount of conventional, non-conventional, and toxic pollutants that are discharged into the waters of the United States. The control of pollutants discharged is established through effluent limitations and other requirements in NPDES permits. There are two principal bases for effluent limitations in the Code of Federal Regulations: 40 C.F.R. section 122.44(a) requires that permits include applicable technology-based limitations and standards; and 40 C.F.R. section 122.44(d) requires that permits include water quality-based effluent limitations to attain and maintain applicable numeric and narrative water quality criteria to protect the beneficial uses of the receiving water.

The RSMP has not commenced discharging at the time of the drafting of this Fact Sheet. The list of pollutants of concern is based on constituents that are regulated in the Ocean Plan, as well as pollutants listed in the 303(d) List for Ormond Beach, Port Hueneme Pier, and Port Hueneme Harbor (e.g., pesticides and PCBs). Further, as indicated in the permit renewal application, the combined flow from the eight sources identified for discharging into the RSMP consists of highly-treated municipal wastewater effluent and reject concentrates from treatment facilities. Pollutants of concern typically present in treated municipal wastewater would include pollutants contributing to biochemical oxygen demand (BOD), turbidity, total suspended solids, elevated temperatures, oil and grease, pH, pathogens, nutrients, and toxic parameters (e.g., metals, volatile organic compounds, and pesticides). Settleable solids is another parameter often measured in municipal wastewaters. In addition, pollutants expected to be present in the discharge of reject concentrates from groundwater treatment include parameters contributing to total dissolved solids (TDS), sulfate, chloride, sodium, and boron.

Further, pollutants in the combined discharge may contribute to toxicity in the receiving water. Whole effluent toxicity (WET) is an indicator of the combined effect of pollutants contained in the discharge. Chronic toxicity is a more stringent requirement than acute toxicity. Therefore, chronic toxicity is considered a pollutant of concern for evaluation of narrative Basin Plan Objectives and Water Quality Objectives in the Ocean Plan.

Generally, mass-based effluent limitations ensure that proper treatment, and not dilution, is employed to comply with the final effluent concentration limitations. Section 122.45(f)(1) requires that all permit limitations, standards or prohibitions be expressed in terms of mass units except under the following conditions: (1) for pH, temperature, radiation or other pollutants that cannot appropriately be expressed by mass limitations; (2) when applicable standards or limitations are expressed in terms of other units of measure; or (3) if in establishing technology-based permit limitation on a case-by-case basis limitation based on mass are infeasible because the mass or pollutant cannot be related to a measure of production. The limitations, however, must ensure that dilution will not be used as a substitute for treatment.

A. Discharge Prohibitions

The discharge prohibitions are based on the requirements of the Ocean Plan, State Water Board's plans and policies, the Water Code, and previous permit provisions, and are consistent with the requirements set for other discharges regulated by NPDES permits to the Pacific Ocean.

B. Technology-Based Effluent Limitations

1. Scope and Authority

Section 301(b) of the CWA and implementing USEPA permit regulations at 40 C.F.R. section 122.44 require that permits include conditions meeting applicable technology-based requirements at a minimum, and any more stringent effluent limitations necessary to meet applicable water quality standards. The discharge authorized by this Order must meet minimum federal technology-based requirements based on Best Professional Judgment (BPJ) in accordance with 40 C.F.R. section 125.3.

The CWA requires that technology-based effluent limitations be established based on several levels of controls:

- a. Best practicable treatment control technology (BPT) represents the average of the best existing performance by well-operated facilities within an industrial category or subcategory. BPT standards apply to toxic, conventional, and non-conventional pollutants.
- b. Best available technology economically achievable (BAT) represents the best existing performance of treatment technologies that are economically achievable within an industrial point source category. BAT standards apply to toxic and non-conventional pollutants.
- c. Best conventional pollutant control technology (BCT) represents the control from existing industrial point sources of conventional pollutants including BOD, TSS, fecal coliform, pH, and oil and grease. The BCT standard is established after considering a two-part reasonableness test. The first test compares the relationship between the costs of attaining a reduction in effluent discharge and the resulting benefits. The second test examines the cost and level of reduction of pollutants from the discharge from publicly owned treatment works to the cost and level of reduction of such pollutants from a class or category of industrial sources. Effluent limitations must be reasonable under both tests.
- d. New source performance standards (NSPS) represent the best available demonstrated control technology standards. The intent of NSPS guidelines is to set limitations that represent state-of-the-art treatment technology for new sources.

The CWA requires USEPA to develop effluent limitations, guidelines and standards (ELGs) representing application of BPT, BAT, BCT, and NSPS. Section 402(a)(1) of the CWA and 40 C.F.R. section 125.3 authorize the use of best professional judgment (BPJ) to derive technology-based effluent limitations on a case-by-case basis where ELGs are not available for certain industrial categories and/or pollutants of concern. Where BPJ is used, the Los Angeles Regional Water Board must consider specific factors outlined in 40 C.F.R. section 125.3.

2. Applicable Technology-Based Effluent Limitations

This Order includes technology-based effluent limitations based on BPJ in accordance with 40 C.F.R. section 125.3. The previous Order included effluent limitations for oil and grease, TSS, settleable solids, turbidity, and pH based on the effluent limitations contained in Table 2 of the Ocean Plan. The Ocean Plan indicates Table 2 effluent limitations apply only to publicly-owned treatment works and industrial discharges for which ELGs have not been established. The discharge from the RSMP is comprised in part of treated municipal wastewater; therefore, Table 2 effluent limitations are

appropriate for this discharge. In addition, this Order establishes technology-based effluent limitations for BOD₅ based on BPJ, applying Secondary Treatment Standards specified in 40 C.F.R. Part 133. This Order establishes limits for oil and grease, TSS, settleable solids, turbidity, and pH based on the effluent limitations contained in Table 2 of the Ocean Plan and for BOD₅ based on EPA's Secondary Treatment Standards.

Section 402(o) of the CWA and 40 C.F.R. section 122.44(l) require that effluent limitations or conditions in reissued Orders be at least as stringent as those in the existing Orders. Table F-7 summarizes the final technology based effluent limitations:

Table F-7. Summary of Final Technology-based Effluent Limitations

Parameter	Unit	Effluent Limitations			
		Average Monthly	Average Weekly	Instantaneous Minimum	Instantaneous Maximum
BOD ₅	mg/L	30	45	--	--
	lbs/day ¹	4,400	6,600	--	--
Oil and Grease	mg/L	25	40	--	75
	lbs/day ¹	3,700	5,800	--	11,000
TSS	mg/L	60	--	--	--
	lbs/day ¹	8,800	--	--	--
Settleable Solids	ml/L	1.0	1.5	--	3.0
Turbidity	NTU	75	100	--	225
pH	s.u.	--	--	6.0	9.0

1. Mass-based effluent limitations are based on the facility design flow rate of 17.52 MGD.

This Order requires the Discharger to update and continue to implement the SWPPP and BMPP to prevent contaminated wastes/materials from being discharged to waters of the State. Further discussion of the SWPPP and BMPP are provided in Attachment G.

C. Water Quality-Based Effluent Limitations (WQBELs)

1. Scope and Authority

CWA Section 301(b) and 40 C.F.R. section 122.44(d) require that permits include limitations more stringent than applicable federal technology-based requirements where necessary to achieve applicable water quality standards.

Section 122.44(d)(1)(i) of 40 C.F.R. requires that permits include effluent limitations for all pollutants that are or may be discharged at levels that have the reasonable potential to cause or contribute to an exceedance of a water quality standard, including numeric and narrative objectives within a standard. Where reasonable potential has been established for a pollutant, but there is no numeric criterion or objective for the pollutant, water quality-based effluent limitations (WQBELs) must be established using: (1) USEPA criteria guidance under CWA section 304(a), supplemented where necessary by other relevant information; (2) an indicator parameter for the pollutant of concern; or (3) a calculated numeric water quality criterion, such as a proposed state criterion or policy interpreting the state's narrative criterion, supplemented with other relevant information, as provided in section 122.44(d)(1)(vi).

The process for determining reasonable potential and calculating WQBELs when necessary is intended to protect the designated uses of the receiving water as specified in the Basin Plan, and achieve applicable water quality objectives and criteria that are

contained in other state plans and policies, or any applicable water quality criteria contained in the Ocean Plan.

2. Applicable Beneficial Uses and Water Quality Criteria and Objectives

As noted in Section III.C of this Fact Sheet, the State Water Board adopted an Ocean Plan that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the Ocean Plan. The beneficial uses applicable to the Pacific Ocean are summarized in Section III.C.1 of this Fact Sheet. The Ocean Plan includes both narrative and numeric water quality objectives applicable to the receiving water.

Table 1 of the Ocean Plan (2012) includes the following water quality objectives for toxic pollutants and whole effluent toxicity:

- 1) 6-month median, daily maximum, and instantaneous maximum objectives for 21 chemicals and chemical characteristics, including total residual chlorine and chronic toxicity, for the protection of marine aquatic life.
- 2) 30-day average objectives for 20 non-carcinogenic chemicals for the protection of human health.
- 3) 30-day average objectives for 42 carcinogenic chemicals for the protection of human health.
- 4) Daily maximum objectives for acute and chronic toxicity.

3. Determining the Need for WQBELs

The need for effluent limitations based on water quality objectives in Table 1 of the Ocean plan was evaluated in accordance with 40 CFR section 122.44(d) and guidance for statistically determining the "reasonable potential" for a discharged pollutant to exceed an objective, as outlined in the California Ocean Plan Reasonable Potential Analysis (RPA) Amendment that was adopted by the State Water Board on April 21, 2005. The statistical approach combines knowledge of effluent variability (as estimated by a coefficient-of variation) with the uncertainty due to a limited amount of effluent data to estimate a maximum effluent value at a high level of confidence. This estimated maximum effluent value is based on a lognormal distribution of daily effluent values. Projected receiving water values (based on the estimated maximum effluent value or the reported maximum effluent value and minimum probable initial dilution); can then be compared to the appropriate objective to determine the potential for an exceedance of that objective and the need for an effluent limitation.

The water quality objectives contained in the Ocean Plan for Table 1 pollutants are summarized in Table F-8 below.

Table F-8. Ocean Plan Water Quality Objectives

Parameter	6-Month Median (µg/L)	Daily Maximum (µg/L)	Instantaneous Maximum (µg/L)	30-Day Average (µg/L)
Arsenic	8	32	80	--
Cadmium	1	4	10	--
Chromium VI	2	8	20	--
Copper	3	12	30	--
Lead	2	8	20	--

Parameter	6-Month Median (µg/L)	Daily Maximum (µg/L)	Instantaneous Maximum (µg/L)	30-Day Average (µg/L)
Mercury	0.04	0.16	0.4	--
Nickel	5	20	50	--
Selenium	15	60	150	--
Silver	0.7	2.8	7	--
Zinc	20	80	200	--
Cyanide	1	4	10	--
Total Residual Chlorine	2	8	60	--
Ammonia (as N)	600	2400	6000	--
Acute Toxicity	--	0.3	--	--
Chronic Toxicity	--	1	--	--
Phenolic Compounds	30	120	300	--
Chlorinated Phenolics	1	4	10	--
Endosulfan	0.009	0.018	0.027	--
Endrin	0.002	0.004	0.006	--
HCH	0.004	0.008	0.012	--
Acrolein	--	--	--	220
Antimony	--	--	--	1,200
Bis(2-chloroethoxy)Methane	--	--	--	4.4
Bis(2-chloroisopropyl)Ether	--	--	--	1,200
Chlorobenzene	--	--	--	570
Chromium (III)	--	--	--	190,000
Di-n-butyl-phthalate	--	--	--	3,500
Dichlorobenzenes	--	--	--	5,100
Diethyl Phthalate	--	--	--	33,000
Dimethyl Phthalate	--	--	--	820,000
4,6-Dinitro-2-Methylphenol	--	--	--	220
2,4-Dinitrophenol	--	--	--	4.0
Ethylbenzene	--	--	--	4,100
Fluoranthene	--	--	--	15
Hexachlorocyclopentadiene	--	--	--	58
Nitrobenzene	--	--	--	4.9
Thallium	--	--	--	2
Toluene	--	--	--	85,000
Tributyltin	--	--	--	0.0014
1,1,1-Trichloroethane	--	--	--	540,000
Acrylonitrile	--	--	--	0.10
Aldrin	--	--	--	0.000022
Benzene	--	--	--	5.9
Benzidine	--	--	--	0.000069
Beryllium	--	--	--	0.033
Bis(2-chloroethyl)Ether	--	--	--	0.045
Bis(2-ethylhexyl)Phthalate	--	--	--	3.5
Carbon Tetrachloride	--	--	--	0.90

Parameter	6-Month Median (µg/L)	Daily Maximum (µg/L)	Instantaneous Maximum (µg/L)	30-Day Average (µg/L)
Chlordane	---	---	---	0.000023
Chlorodibromomethane	---	---	---	8.6
Chloroform	---	---	---	130
DDT	---	---	---	0.00017
1,4-Dichlorobenzene	---	---	---	18
3,3'-Dichlorobenzidine	---	---	---	0.0081
1,2-Dichloroethane	---	---	---	28
1,1-Dichloroethylene	---	---	---	0.9
Dichlorobromomethane	---	---	---	6.2
Dichloromethane	---	---	---	450
1,3-Dichloropropene	---	---	---	8.9
Dieldrin	---	---	---	0.00004
2,4-Dinitrotoluene	---	---	---	2.6
1,2-Diphenylhydrazine	---	---	---	0.16
Halomethanes	---	---	---	130
Heptachlor	---	---	---	0.00005
Heptachlor Epoxide	---	---	---	0.00002
Hexachlorobenzene	---	---	---	0.00021
Hexachlorobutadiene	---	---	---	14
Hexachloroethane	---	---	---	2.5
Isophorone	---	---	---	730
N-Nitrosodimethylamine	---	---	---	7.3
N-nitrosodi-N-propylamine	---	---	---	0.38
N-Nitrosodiphenylamine	---	---	---	2.5
PAHs	---	---	---	0.0088
PCBs	---	---	---	0.000019
TCDD equivalents	---	---	---	0.0000000039
1,1,2,2-Tetrachloroethane	---	---	---	2.3
Tetrachloroethylene	---	---	---	2.0
Toxaphene	---	---	---	0.00021
Trichloroethylene	---	---	---	27
1,1,2-Trichloroethane	---	---	---	9.4
2,4,6-Trichlorophenol	---	---	---	0.29
Vinyl Chloride	---	---	---	36
Radioactivity	Not to exceed limits specified in Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 3, Section 30253 of the California Code of Regulations. Reference to Section 30253 is prospective, including future changes to any incorporated provisions of federal law, as the changes take effect.			

According to the 2012 Ocean Plan, the reasonable potential analysis (RPA) can yield three endpoints:

Endpoint 1: An effluent limitation is required and monitoring is required;

Endpoint 2: An effluent limitation is not required and the Los Angeles Regional Water Board may require monitoring; and

Endpoint 3: The RPA is inconclusive, monitoring is required, and an existing effluent limitation may be retained or a permit reopener clause may be included to allow inclusion of an effluent limitation if future monitoring warrants the inclusion.

This Order establishes new WQBELs for certain pollutants included in Table 1 of the Ocean Plan that were not established in the previous Order and it includes limits for all pollutants included in Order No. R4-2008-0014, because there are no actual data available to determine reasonable potential.

4. WQBEL Calculations

CMWD completed theoretical modeling for the Hueneme Outfall dilution ratio. The results of the modeling were originally included in the ROWD submitted and accepted on July 15, 2007. At the time of the submittal of the ROWD in 2007, the dilution ratio of the Hueneme Outfall was determined by modeling the discharge using the USEPA-approved Visual Plumes (VP) program. Modeling runs were performed using ambient receiving water (Pacific Ocean) data collected in 2002 from the nearby Reliant Energy Ocean Outfall for salinity and temperature at various depths. Scenarios were evaluated over the range of flows expected on the SMP, including 2, 6, 10, 14, and 19.1 MGD. The lowest dilution predicted by the VP model was 99.5:1, occurring at the highest flow rate of 19.1 MGD under 2002 summer conditions.

The modeling was updated in 2007 to use more recent (August 2006 and February 2007) receiving water data collected by the City of Oxnard. Summer and winter conditions were modeled with an assumed 19.4 MGD effluent flow in CORMIX, Visual Plumes (VP), and KOH & FAN using the updated receiving water data sets. The KOH & FAN models predicted 72:1, a lower, more conservative dilution upon reaching the surface. CORMIX predicted 94:1, and VP predicted 89:1. The approved dilution ratio in Calleguas' current permit (R4-2008-0014) is 72:1, the most conservative predicted by the updated models.

The State Water Board and the Los Angeles Regional Water Board reviewed the modeling and additional information provided by CMWD and granted a dilution ratio of 72:1 for discharges from the RSMP.

From the Table 1 water quality objectives of the Ocean Plan, effluent limitations are calculated according to Equation 1 of the Ocean Plan for all pollutants, except for acute toxicity (if applicable) and radioactivity:

$$C_e = C_o + D_m(C_o - C_s)$$

Where:

- C_e = the effluent limitation ($\mu\text{g/L}$)
- C_o = the water quality objective to be met at the completion of initial dilution ($\mu\text{g/L}$)
- C_s = background seawater concentration ($\mu\text{g/L}$)
- D_m = minimum probable initial dilution expressed as parts seawater per part wastewater

The D_m is based on observed waste flow characteristics, receiving water density structure, and the assumption that no currents of sufficient strength to influence the initial dilution process flow across the discharge structure.

The State Water Board had determined the minimum initial dilution factor, D_m , for the ocean outfall to be 72 to 1. Initial dilution is the process that results in the rapid and irreversible turbulent mixing of wastewater with ocean water around the point of discharge. As stated above, the water quality objective to be met at the completion of initial dilution is contained in Table 1 of the Ocean Plan. The values provided in Table 3 of the Ocean Plan are presented in Table F-9, below. C_s equals zero for all pollutants, except the following:

Table F-9. Background Seawater Concentrations (C_s)

Parameter	Ocean Plan Table 3 Background Concentration ($\mu\text{g/L}$)
Arsenic	3
Copper	2
Mercury	0.0005
Silver	0.16
Zinc	8

WQBELs based on the dilution provided at the outfall for all parameters in Table 1 of the Ocean Plan is developed using Equation 1 of the Ocean Plan and Ocean Plan background concentrations.

WQBELs Calculation Example

The following demonstrates how the WQBELs for arsenic, are established.

Arsenic

$$C_e = 8 \mu\text{g/L} + 72 (8 \mu\text{g/L} - 3) = 368 \mu\text{g/L} \text{ (6-Month Median)}$$

$$C_e = 32 \mu\text{g/L} + 72 (32 \mu\text{g/L} - 3) = 2,120 \mu\text{g/L} \text{ (Daily Maximum)}$$

$$C_e = 80 \mu\text{g/L} + 72 (80 \mu\text{g/L} - 3) = 5,624 \mu\text{g/L} \text{ (Instantaneous Maximum)}$$

5. Temperature

The temperature limitations prescribed in the previous Order were based on specific water quality objectives for new coastal water dischargers in the Thermal Plan. Those limitations were retained in this Order

6. Whole Effluent Toxicity (WET)

Whole effluent toxicity (WET) protects the receiving water quality from the aggregate toxic effect of a mixture of pollutants in the effluent. WET tests measure the degree of response of exposed aquatic test organisms to an effluent. The WET approach allows for protection of the narrative "no toxics in toxic amounts" criterion while implementing numeric criteria for toxicity. There are two types of WET tests: acute and chronic. An acute toxicity test is conducted over a short time period and measures mortality. A chronic toxicity test is conducted over a longer period of time and may measure mortality, reproduction, and growth.

The previous permit included both the acute toxicity and the chronic toxicity limits based on water quality objectives in the Ocean Plan. To implement the USEPA toxicity policy,

this Order includes the chronic toxicity limit using USEPA's 2010 Test of Significant Toxicity (TST) hypothesis testing approach. Since a chemical at a low concentration can have chronic effects but no acute effects until it reach a higher level, the acute toxicity limit is not included in the Order. The chronic toxicity effluent limitations in this Order are as stringent as necessary to protect the Ocean Plan Water Quality Objective for chronic toxicity.

7. Final WQBELs

This Order includes all effluent limitations established in Order R4-2008-0014 and establishes new effluent limitations for the remainder of pollutants for which water quality objectives exist in Table 1 of the Ocean Plan. The RSMP has not commenced discharge at the time of this permit reissuance and there are no actual discharge data available with which to evaluate reasonable potential; therefore, this Order includes effluent limitations for BOD₅ consistent with those included in Order No. R4-2008-0014 based on BPJ and EPA's Secondary Treatment Standards. This Order retains WQBELs for total residual chlorine, ammonia (as N), chronic toxicity, and other pollutants included in Order No. R4-2008-0014.

This Order establishes new WQBELs for the remaining pollutants for which water quality objectives exist, based on Table 1 of the Ocean Plan.

For radioactivity, no numeric water quality objectives are included in the Ocean Plan. Therefore, the effluent limitations for radioactivity in this Order are based on Maximum Contaminant Levels specified in Title 22, Chapter 15, Article 5, Section 64443, California Code of Regulations.

Effluent limitations for temperature and bacteria have been retained from the previous Order.

Table F-10. Summary of Water Quality-based Effluent Limitations

Parameter	Units	Effluent Limitations			
		Average Monthly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Total Residual Chlorine	µg/L	--	580	4,400	150
	lbs/day ¹	--	85	640	22
Ammonia as N	µg/L	--	180,000	440,000	44,000
	lbs/day ¹	--	26,000	64,000	6,400
Chronic Toxicity ²	Pass or Fail, % Effect	Pass ³	Pass or % Effect <50	--	--
Total coliform	MPN/100ml	4			
Fecal coliform	MPN/100ml	4			
Enterococcus	MPN/100ml	4			
Antimony	µg/L	88,000	--	--	--
	lbs/day ¹	13,000	--	--	--
Arsenic, Total Recoverable	µg/L	--	2100	5,600	370
	lbs/day ¹	--	310	820	54
Beryllium	µg/L	2.4	--	--	--
	lbs/day ¹	0.35	--	--	--
Cadmium, Total Recoverable	µg/L	--	290	730	73
	lbs/day ¹	--	42	110	11

Parameter	Units	Effluent Limitations			
		Average Monthly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Chromium (III) , Total Recoverable	µg/L	1.4E+07	--	--	--
	lbs/day ¹	2.0E+06	--	--	--
Chromium (VI) , Total Recoverable	µg/L	--	580	1,500	150
	lbs/day ¹	--	85	210	22
Copper, Total Recoverable	µg/L	--	730	2,000	75
	lbs/day ¹	--	110	290	11
Lead, Total Recoverable	µg/L	--	580	1500	150
	lbs/day ¹	--	85	220	22
Mercury	µg/L	--	12	29	2.9
	lbs/day ¹	--	1.8	4.2	0.42
Nickel, Total Recoverable	µg/L	--	1,500	3,700	370
	lbs/day ¹	--	220	530	53
Selenium, Total Recoverable	µg/L	--	4,400	11,000	1,100
	lbs/day ¹	--	640	1600	160
Silver, Total Recoverable	µg/L	--	190	500	40
	lbs/day ¹	--	28	73	5.8
Thallium	µg/L	150	--	--	--
	lbs/day ¹	22	--	--	--
Zinc, Total Recoverable	µg/L	--	5,300	14,000	880
	lbs/day ¹	--	770	2,000	130
Cyanide	µg/L	--	290	730	73
	lbs/day ¹	--	42	110	11
Phenolic Compounds (non-chlorinated) ⁵	µg/L	--	8,800	22,00	2,200
	lbs/day ¹	--	1,300	3,200	320
Chlorinated Phenolics ⁶	µg/L	--	290	730	73
	lbs/day ¹	--	42	110	11
TCDD Equivalents ⁷	µg/L	2.8E-07	--	--	--
	lbs/day ¹	4.1E-08	--	--	--
Acrolein	µg/L	16,000	--	--	--
	lbs/day ¹	2,300	--	--	--
Acrylonitrile	µg/L	7.3	--	--	--
	lbs/day ¹	1.1	--	--	--
Benzene	µg/L	430	--	--	--
	lbs/day ¹	63	--	--	--
Carbon Tetrachloride	µg/L	66	--	--	--
	lbs/day ¹	9.6	--	--	--
Chlorobenzene	µg/L	42,000	--	--	--
	lbs/day ¹	6,100	--	--	--
Chlorodibromomethane	µg/L	630	--	--	--
	lbs/day ¹	92	--	--	--
Chloroform	µg/L	9,500	--	--	--
	lbs/day ¹	1,400	--	--	--

Parameter	Units	Effluent Limitations			
		Average Monthly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Dichlorobromomethane	µg/L	450	--	--	--
	lbs/day ¹	66	--	--	--
1,2-Dichloroethane	µg/L	2,000	--	--	--
	lbs/day ¹	290	--	--	--
1,1-Dichloroethylene	µg/L	66	--	--	--
	lbs/day ¹	9.6	--	--	--
1,3-Dichloropropylene	µg/L	650	--	--	--
	lbs/day ¹	95	--	--	--
Ethylbenzene	µg/L	3.0E+5	--	--	--
	lbs/day ¹	44,000	--	--	--
Halomethanes ⁸	µg/L	9,500	--	--	--
	lbs/day ¹	1,400	--	--	--
Dichloromethane	µg/L	33,000	--	--	--
	lbs/day ¹	4,800	--	--	--
1,1,2,2-Tetrachloroethane	µg/L	170	--	--	--
	lbs/day ¹	25	--	--	--
Tetrachloroethylene	µg/L	150	--	--	--
	lbs/day ¹	22	--	--	--
Toluene	µg/L	6.2E+06	--	--	--
	lbs/day ¹	9.1E+05	--	--	--
1,1,1-Trichloroethane	µg/L	3.9E+07	--	--	--
	lbs/day ¹	5.7E+06	--	--	--
1,1,2-Trichloroethane	µg/L	690	--	--	--
	lbs/day ¹	100	--	--	--
Trichloroethylene	µg/L	2,000	--	--	--
	lbs/day ¹	290	--	--	--
Vinyl Chloride	µg/L	2,600	--	--	--
	lbs/day ¹	380	--	--	--
4,6-Dinitro-2-Methylphenol	µg/L	16,000	--	--	--
	lbs/day ¹	2,300	--	--	--
2,4-Dinitrophenol	µg/L	290	--	--	--
	lbs/day ¹	42	--	--	--
2,4,6-Trichlorophenol	µg/L	21	--	--	--
	lbs/day ¹	3.1	--	--	--
Benzidine	µg/L	0.0050	--	--	--
	lbs/day ¹	0.00073	--	--	--
Polynuclear Aromatic Hydrocarbons (PAHs) ⁹	µg/L	0.64	--	--	--
	lbs/day ¹	0.094	--	--	--
Bis(2-chloroethoxy)Methane	µg/L	320	--	--	--
	lbs/day ¹	47	--	--	--
Bis(2-chlorotethyl)Ether	µg/L	3.3	--	--	--
	lbs/day ¹	0.48	--	--	--

Parameter	Units	Effluent Limitations			
		Average Monthly	Maximum Daily	Instantaneous Maximum	Six-Month Median
Bis(2-chloroisopropyl)Ether	µg/L	88,000	--	--	--
	lbs/day ¹	13,000	--	--	--
Bis(2-ethylhexyl)Phthalate	µg/L	260	--	--	--
	lbs/day ¹	38	--	--	--
Dichlorobenzenes	µg/L	3.7E+05	--	--	--
	lbs/day ¹	54,000	--	--	--
1,4-Dichlorobenzene	µg/L	1300	--	--	--
	lbs/day ¹	190	--	--	--
3,3'-Dichlorobenzidine	µg/L	0.59	--	--	--
	lbs/day ¹	0.086	--	--	--
Diethyl Phthalate	µg/L	2.4E+06	--	--	--
	lbs/day ¹	3.5E+05	--	--	--
Dimethyl Phthalate	µg/L	6.0E+07	--	--	--
	lbs/day ¹	8.8E+06	--	--	--
Di-n-Butyl Phthalate	µg/L	2.6E+05	--	--	--
	lbs/day ¹	38,000	--	--	--
2,4-Dinitrotoluene	µg/L	190	--	--	--
	lbs/day ¹	28	--	--	--
1,2-Diphenylhydrazine	µg/L	12	--	--	--
	lbs/day ¹	1.8	--	--	--
Fluoranthene	µg/L	1,100	--	--	--
	lbs/day ¹	160	--	--	--
Hexachlorobenzene	µg/L	0.015	--	--	--
	lbs/day ¹	0.0022	--	--	--
Hexachlorobutadiene	µg/L	1,000	--	--	--
	lbs/day ¹	150	--	--	--
Hexachlorocyclopentadiene	µg/L	4,200	--	--	--
	lbs/day ¹	610	--	--	--
Hexachloroethane	µg/L	180	--	--	--
	lbs/day ¹	26	--	--	--
Isophorone	µg/L	53,000	--	--	--
	lbs/day ¹	7,700	--	--	--
Nitrobenzene	µg/L	360	--	--	--
	lbs/day ¹	53	--	--	--
N-Nitrosodimethylamine	µg/L	530	--	--	--
	lbs/day ¹	77	--	--	--
N-Nitrosodi-N-propylamine	µg/L	28	--	--	--
	lbs/day ¹	4.1	--	--	--
N-Nitrosodiphenylamine	µg/L	180	--	--	--
	lbs/day ¹	26	--	--	--
Aldrin	µg/L	0.0016	--	--	--
	lbs/day ¹	0.00023	--	--	--

Parameter	Units	Effluent Limitations			
		Average Monthly	Maximum Daily	Instantaneous Maximum	Six-Month Median
HCH ¹⁰	µg/L	--	0.58	0.88	0.29
	lbs/day ¹	--	0.085	0.13	0.042
Chlordane	µg/L	0.0017	--	--	--
	lbs/day ¹	0.00025	--	--	--
DDT ¹¹	µg/L	0.012	--	--	--
	lbs/day ¹	0.0018	--	--	--
Dieldrin	µg/L	0.0029	--	--	--
	lbs/day ¹	0.00042	--	--	--
Endosulfan	µg/L	--	1.3	2.0	0.66
	lbs/day ¹	--	0.19	0.29	0.096
Endrin	µg/L	--	0.29	0.44	0.15
	lbs/day ¹	--	0.042	0.064	0.022
Heptachlor	µg/L	0.0037	--	--	--
	lbs/day ¹	0.00054	--	--	--
Heptachlor Epoxide	µg/L	0.0015	--	--	--
	lbs/day ¹	0.00022	--	--	--
Polychlorinated Biphenyls (PCBs) ¹²	µg/L	0.0014	--	--	--
	lbs/day ¹	0.00020	--	--	--
Toxaphene	µg/L	0.015	--	--	--
	lbs/day ¹	0.0022	--	--	--
Tributyltin	µg/L	0.10	--	--	--
	lbs/day ¹	0.015	--	--	--
Radioactivity	Not to exceed limits specified in Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 3, Section 30253 of the California Code of Regulations. Reference to Section 30253 is prospective, including future changes to any incorporated provisions of federal law, as the changes take effect.				

- The mass-based effluent limitations are based on the facility design flow rate of 17.52 MGD.
- "Pass" or "Fail" for Median Monthly Effluent Limitation (MMEL). "Pass" or "Fail" and "% Effect" for Maximum Daily Effluent Limitation (MDEL). The MMEL for chronic toxicity shall only apply when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".
- This is a Median Monthly Effluent Limitation.
- Bacteria limitations:
 - 30-day Geometric Mean – The geometric mean shall be calculated using the results of five most recent samples.
 - Total coliform density shall not exceed 1,000/100 ml;
 - Fecal coliform density shall not exceed 200/100 ml; and
 - Enterococcus density shall not exceed 35/100 ml.
 - Single Sample Maximum (SSM)
 - Total coliform density shall not exceed 10,000/100 ml;
 - Fecal coliform density shall not exceed 400/100 ml;
 - Enterococcus density shall not exceed 104/100 ml; and
 - Total coliform density shall not exceed 1,000/100 ml, when the fecal coliform/total coliform ratio exceeds 0.1.

If a single sample exceeds any of the single sample maximum (SSM) standards, repeat sampling shall be conducted to determine the extent and persistence of the exceedance. Repeat sampling shall be conducted within 24 hours of receiving analytical results and continued until the sample result is less than the SSM standard.

When repeat sampling is required because of an exceedance of any one single sample density, values from all samples collected during that 30-day period will be used to calculate the geometric mean.

5. Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
6. Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
7. TCDD Equivalents shall mean the sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below. USEPA method 1613 may be used to analyze dioxin and furan congeners.

$$\text{Dioxin-TEQ (TCDD Equivalents)} = \sum (C_x \times \text{TEF}_x)$$

Where:

C_x = concentration of dioxin or furan congener x

TEF_x = TEF for congener x

Toxicity Equivalency Factors

Isomer Group	Toxicity Equivalency Factor (TEF)
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
Octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01
Octa CDF	0.001

8. Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide), and chloromethane (methyl chloride).
9. PAHs shall mean the sum of acenaphthylene; anthracene; 1,2-benzanthracene; 3,4-benzofluoranthene; benzo(k)fluoranthene; 1,12-benzoperylene; benzo(a)pyrene; chrysene; dibenzo(a,h)anthracene; fluorine; indeno(1,2,3-cd)pyrene; phenanthrene; and pyrene.
10. HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
11. DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD, and 2,4'-DDD.
12. PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254, and Aroclor-1260.

D. Final Effluent Limitation Considerations

Section 402(o) of the CWA and section 122.44(l) require that effluent limitations or conditions in reissued Orders be at least as stringent as those in the existing Orders based on the submitted sampling data. Technology-based effluent limitations for settleable solids, TSS, oil and grease, turbidity, and pH have been included and are based on the effluent limitations established in Table 2 of the Ocean Plan. Technology-based effluent limitations for BOD₅ are established using BPJ and applying Secondary Treatment Standards to the discharge, as it is comprised of highly-treated municipal wastewater. This Order retains WQBELs based on Ocean Plan water quality objectives for all Ocean Plan Table 1 pollutants.

Order R4-2008-0014 did not establish effluent limits for certain pollutants for which the Ocean Plan establishes water quality objectives. However, based on the lack of actual discharge data with which to evaluate reasonable potential, this Order establishes WQBELs for all

pollutants regulated in the Ocean Plan. Therefore, this Order establishes new WQBELs for acrolein, antimony, bis(2-chloroisopropyl)ether, chlorobenzene, chromium (III), di-n-butyl-phthalate, dichlorobenzenes, diethyl phthalate, dimethyl phthalate, 4,6-dinitro-2-methylphenol, ethylbenzene, fluoranthene, hexachlorocyclopentadiene, toluene, 1,1,1-trichloroethane, chloroform, 1,4-dichlorobenzene, 1,2-dichloroethane, dichloromethane (methylene chloride), halomethanes, hexachlorobutadiene, isophorone, and vinyl chloride based on the water quality objectives contained in Table 1 of the Ocean Plan.

1. Anti-Backsliding Requirements

Sections 402(o) and 303(d)(4) of the CWA and federal regulations at 40 C.F.R. section 122.44(l) prohibit backsliding in NPDES permits. These anti-backsliding provisions require effluent limitations in a reissued permit to be as stringent as those in the previous permit, with some exceptions where limitations may be relaxed. All concentration-based effluent limitations in this Order are at least as stringent as the effluent limitations in the previous Order.

The mass effluent limitations in this Order were calculated based on the permitted flow of 17.52 MGD as specified in the previous Order. During this permit term, it is projected that the total discharging flows through the RSMP will be 14.12 MGD that is less than the permitted flow of 17.52 MGD. The permit allows for a phased increase in the discharge flow as various sources discharging to the RSMP connect to the pipeline and begin discharging.

2. Antidegradation Policies

Section 131.12 requires that the state water quality standards include an anti-degradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution 68-16. Resolution 68-16 incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution 68-16 requires that existing water quality be maintained unless degradation is justified based on specific findings. The Los Angeles Regional Water Board's Basin Plan implements, and incorporates by reference, both the State and federal antidegradation policies.

The permitted discharge is consistent with the antidegradation provision of section 131.12 and State Water Board Resolution 68-16. This Order does not provide for an increase in the permitted flow or allow for a reduction in the level of treatment. The final limitations in this Order hold the Discharger to performance levels that will not cause or contribute to water quality impairment or degradation of water quality.

3. Stringency of Requirements for Individual Pollutants

This Order contains both technology-based and water quality-based effluent limitations for individual pollutants. The technology-based effluent limitations consist of restrictions on BOD, oil and grease, TSS, settleable solids, turbidity, and pH. Restrictions on these pollutants are discussed in section IV.B. This Order's technology-based pollutant restrictions implement the minimum, applicable federal technology-based requirements.

Water quality-based effluent limitations have been derived to implement water quality objectives that protect beneficial uses. Both the beneficial uses and the water quality objectives have been approved pursuant to federal law and are the applicable federal water quality standards. The procedures for calculating the individual water quality-based effluent limitations are based on the Ocean Plan, most recently amended, effective August 19, 2013. All beneficial uses and water quality objectives contained in the Ocean Plan were approved under state law and submitted to and approved by USEPA and are

applicable water quality standards pursuant to 40 C.F.R. section 131.21(c)(2).
Collectively, this Order's restrictions on individual pollutants are no more stringent than required to implement the requirements of the CWA.

Table F-11. Summary of Final Effluent Limitations

Parameter	Units	Effluent Limitations					Basis ¹
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median	
Biochemical Oxygen Demand (BOD), 5-day @ 20°C	mg/L	30	45	--	--	--	BPJ
	lbs/day ²	4,400	6,600		--	--	
Oil and Grease	mg/L	25	40	--	75	--	OP
	lbs/day ²	3,700	5,800	--	11,000	--	
pH	s.u.	6.0 - 9.0					OP
Settleable Solids	ml/L	1.0	1.5	--	3.0	--	OP
Total Suspended Solids (TSS)	mg/L	60	--	--	--	--	OP
	lbs/day ²	8,800	--	--	--	--	
Turbidity	NTU	75	100	--	225	--	OP
Total Residual Chlorine	µg/L	--	--	580	4,400	150	OP
	lbs/day ²	--	--	85	640	22	
Ammonia as N	µg/L	--	--	180,000	440,000	44,000	OP
	lbs/day ²	--	--	26,000	64,000	6,400	
Chronic Toxicity ³	Pass or Fail, % Effect	Pass ⁴		Pass or % Effect <50	--	--	OP
Total coliform	MPN/100ml	5					OP
Fecal coliform	MPN/100ml	5					OP
Enterococcus	MPN/100ml	5					OP
Antimony	µg/L	88,000	--	--	--	--	OP
	lbs/day ²	13,000	--	--	--	--	
Arsenic, Total Recoverable	µg/L	--	--	2100	5,600	370	OP
	lbs/day ²	--	--	310	820	54	
Beryllium	µg/L	2.4	--	--	--	--	OP
	lbs/day ²	0.35	--	--	--	--	
Cadmium, Total Recoverable	µg/L	--	--	290	730	73	OP
	lbs/day ²	--	--	42	110	11	
Chromium (III) , Total Recoverable	µg/L	1.4E+07	--	--	--	--	OP
	lbs/day ²	2.0E+06	--	--	--	--	
Chromium (VI) , Total Recoverable	µg/L	--	--	580	1,500	150	OP
	lbs/day ²	--	--	85	210	22	
Copper, Total Recoverable	µg/L	--	--	730	2,000	75	OP
	lbs/day ²	--	--	110	290	11	
Lead, Total Recoverable	µg/L	--	--	580	1500	150	OP
	lbs/day ²	--	--	85	220	22	

CALLEGUAS MUNICIPAL WATER DISTRICT
REGIONAL SALINITY MANAGEMENT PIPELINE

ORDER R4-2014-0033
NPDES NO. CA0064521

Parameter	Units	Effluent Limitations					Basis ¹
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median	
Mercury	µg/L	--	--	12	29	2.9	OP
	lbs/day ²	--	--	1.8	4.2	0.42	
Nickel, Total Recoverable	µg/L	--	--	1,500	3,700	370	OP
	lbs/day ²	--	--	220	530	53	
Selenium, Total Recoverable	µg/L	--	--	4,400	11,000	1,100	OP
	lbs/day ²	--	--	640	1600	160	
Silver, Total Recoverable	µg/L	--	--	190	500	40	OP
	lbs/day ²	--	--	28	73	5.8	
Thallium	µg/L	150	--	--	--	--	OP
	lbs/day ²	22	--	--	--	--	
Zinc, Total Recoverable	µg/L	--	--	5,300	14,000	880	OP
	lbs/day ²	--	--	770	2,000	130	
Cyanide	µg/L	--	--	290	730	73	OP
	lbs/day ²	--	--	42	110	11	
Phenolic Compounds (non-chlorinated) ⁶	µg/L	--	--	8,800	22,00	2,200	OP
	lbs/day ²	--	--	1,300	3,200	320	
Chlorinated Phenolics ⁷	µg/L	--	--	290	730	73	OP
	lbs/day ²	--	--	42	110	11	
TCDD Equivalents ⁸	µg/L	2.8E-07	--	--	--	--	OP
	lbs/day ²	4.1E-08	--	--	--	--	
Acrolein	µg/L	16,000	--	--	--	--	OP
	lbs/day ²	2,300	--	--	--	--	
Acrylonitrile	µg/L	7.3	--	--	--	--	OP
	lbs/day ²	1.1	--	--	--	--	
Benzene	µg/L	430	--	--	--	--	OP
	lbs/day ²	63	--	--	--	--	
Carbon Tetrachloride	µg/L	66	--	--	--	--	OP
	lbs/day ²	9.6	--	--	--	--	
Chlorobenzene	µg/L	42,000	--	--	--	--	OP
	lbs/day ²	6,100	--	--	--	--	
Chlorodibromomethane	µg/L	630	--	--	--	--	OP
	lbs/day ²	92	--	--	--	--	
Chloroform	µg/L	9,500	--	--	--	--	OP
	lbs/day ²	1,400	--	--	--	--	
Dichlorobromomethane	µg/L	450	--	--	--	--	OP
	lbs/day ²	66	--	--	--	--	
1,2-Dichloroethane	µg/L	2,000	--	--	--	--	OP
	lbs/day ²	290	--	--	--	--	

Parameter	Units	Effluent Limitations					Basis ¹
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median	
1,1-Dichloroethylene	µg/L	66	---	---	---	---	OP
	lbs/day ²	9.6	---	---	---	---	
1,3-Dichloropropylene	µg/L	650	---	---	---	---	OP
	lbs/day ²	95	---	---	---	---	
Ethylbenzene	µg/L	3.0E+5	---	---	---	---	OP
	lbs/day ²	44,000	---	---	---	---	
Halomethanes ⁹	µg/L	9,500	---	---	---	---	OP
	lbs/day ²	1,400	---	---	---	---	
Dichloromethane	µg/L	33,000	---	---	---	---	OP
	lbs/day ²	4,800	---	---	---	---	
1,1,2,2-Tetrachloroethane	µg/L	170	---	---	---	---	OP
	lbs/day ²	25	---	---	---	---	
Tetrachloroethylene	µg/L	150	---	---	---	---	OP
	lbs/day ²	22	---	---	---	---	
Toluene	µg/L	6.2E+06	---	---	---	---	OP
	lbs/day ²	9.1E+05	---	---	---	---	
1,1,1-Trichloroethane	µg/L	3.9E+07	---	---	---	---	OP
	lbs/day ²	5.7E+06	---	---	---	---	
1,1,2-Trichloroethane	µg/L	690	---	---	---	---	OP
	lbs/day ²	100	---	---	---	---	
Trichloroethylene	µg/L	2,000	---	---	---	---	OP
	lbs/day ²	290	---	---	---	---	
Vinyl Chloride	µg/L	2,600	---	---	---	---	OP
	lbs/day ²	380	---	---	---	---	
4,6-Dinitro-2-Methylphenol	µg/L	16,000	---	---	---	---	OP
	lbs/day ²	2,300	---	---	---	---	
2,4-Dinitrophenol	µg/L	290	---	---	---	---	OP
	lbs/day ²	42	---	---	---	---	
2,4,6-Trichlorophenol	µg/L	21	---	---	---	---	OP
	lbs/day ²	3.1	---	---	---	---	
Benzidine	µg/L	0.0050	---	---	---	---	OP
	lbs/day ²	0.00073	---	---	---	---	
Polynuclear Aromatic Hydrocarbons (PAHs) ¹⁰	µg/L	0.64	---	---	---	---	OP
	lbs/day ²	0.094	---	---	---	---	
Bis(2-chloroethoxy)Methane	µg/L	320	---	---	---	---	OP
	lbs/day ²	47	---	---	---	---	
Bis(2-chlorotethyl)Ether	µg/L	3.3	---	---	---	---	OP
	lbs/day ²	0.48	---	---	---	---	

Parameter	Units	Effluent Limitations					Basis ¹
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median	
Bis(2-chloroisopropyl)Ether	µg/L	88,000	---	---	---	---	OP
	lbs/day ²	13,000	---	---	---	---	
Bis(2-ethylhexyl)Phthalate	µg/L	260	---	---	---	---	OP
	lbs/day ²	38	---	---	---	---	
Dichlorobenzenes	µg/L	3.7E+05	---	---	---	---	OP
	lbs/day ²	54,000	---	---	---	---	
1,4-Dichlorobenzene	µg/L	1300	---	---	---	---	OP
	lbs/day ²	190	---	---	---	---	
3,3'-Dichlorobenzidine	µg/L	0.59	---	---	---	---	OP
	lbs/day ²	0.086	---	---	---	---	
Diethyl Phthalate	µg/L	2.4E+06	---	---	---	---	OP
	lbs/day ²	3.5E+05	---	---	---	---	
Dimethyl Phthalate	µg/L	6.0E+07	---	---	---	---	OP
	lbs/day ²	8.8E+06	---	---	---	---	
Di-n-Butyl Phthalate	µg/L	2.6E+05	---	---	---	---	OP
	lbs/day ²	38,000	---	---	---	---	
2,4-Dinitrotoluene	µg/L	190	---	---	---	---	OP
	lbs/day ²	28	---	---	---	---	
1,2-Diphenylhydrazine	µg/L	12	---	---	---	---	OP
	lbs/day ²	1.8	---	---	---	---	
Fluoranthene	µg/L	1,100	---	---	---	---	OP
	lbs/day ²	160	---	---	---	---	
Hexachlorobenzene	µg/L	0.015	---	---	---	---	OP
	lbs/day ²	0.0022	---	---	---	---	
Hexachlorobutadiene	µg/L	1,000	---	---	---	---	OP
	lbs/day ²	150	---	---	---	---	
Hexachlorocyclopentadiene	µg/L	4,200	---	---	---	---	OP
	lbs/day ²	610	---	---	---	---	
Hexachloroethane	µg/L	180	---	---	---	---	OP
	lbs/day ²	26	---	---	---	---	
Isophorone	µg/L	53,000	---	---	---	---	OP
	lbs/day ²	7,700	---	---	---	---	
Nitrobenzene	µg/L	360	---	---	---	---	OP
	lbs/day ²	53	---	---	---	---	
N-Nitrosodimethylamine	µg/L	530	---	---	---	---	OP
	lbs/day ²	77	---	---	---	---	
N-Nitrosodi-N-propylamine	µg/L	28	---	---	---	---	OP
	lbs/day ²	4.1	---	---	---	---	

Parameter	Units	Effluent Limitations					Basis ¹
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Maximum	Six-Month Median	
N-Nitrosodiphenylamine	µg/L	180	---	---	---	---	OP
	lbs/day ²	26	---	---	---	---	
Aldrin	µg/L	0.0016	---	---	---	---	OP
	lbs/day ²	0.00023	---	---	---	---	
HCH ¹¹	µg/L	---	---	0.58	0.88	0.29	OP
	lbs/day ²	---	---	0.085	0.13	0.042	
Chlordane	µg/L	0.0017	---	---	---	---	OP
	lbs/day ²	0.00025	---	---	---	---	
DDT ¹²	µg/L	0.012	---	---	---	---	OP
	lbs/day ²	0.0018	---	---	---	---	
Dieldrin	µg/L	0.0029	---	---	---	---	OP
	lbs/day ²	0.00042	---	---	---	---	
Endosulfan	µg/L	---	---	1.3	2.0	0.66	OP
	lbs/day ²	---	---	0.19	0.29	0.096	
Endrin	µg/L	---	---	0.29	0.44	0.15	OP
	lbs/day ²	---	---	0.042	0.064	0.022	
Heptachlor	µg/L	0.0037	---	---	---	---	OP
	lbs/day ²	0.00054	---	---	---	---	
Heptachlor Epoxide	µg/L	0.0015	---	---	---	---	OP
	lbs/day ²	0.00022	---	---	---	---	
Polychlorinated Biphenyls (PCBs) ¹³	µg/L	0.0014	---	---	---	---	OP
	lbs/day ²	0.00020	---	---	---	---	
Toxaphene	µg/L	0.015	---	---	---	---	OP
	lbs/day ²	0.0022	---	---	---	---	
Tributyltin	µg/L	0.10	---	---	---	---	OP
	lbs/day ²	0.015	---	---	---	---	
Radioactivity	Not to exceed limits specified in Title 17, Division 1, Chapter 5, Subchapter 4, Group 3, Article 3, Section 30253 of the California Code of Regulations. Reference to Section 30253 is prospective, including future changes to any incorporated provisions of federal law, as the changes take effect.						OP

1. Basis for Effluent Limitations: BPJ = Best Professional Judgment. This Order establishes effluent limitations for BOD₅ because the discharge is comprised of treated municipal wastewater from POTWs. OP = 2012 Ocean Plan. MCL = Maximum Contaminant Levels specified in Title 22, Chapter 15, Article 5, Section 64443, California Code of Regulations.
2. The mass-based effluent limitations are based on the facility design flow rate of 17.52 MGD.
3. "Pass" or "Fail" for Median Monthly Effluent Limitation (MMEL). "Pass" or "Fail" and "% Effect" for Maximum Daily Effluent Limitation (MDEL). The MMEL for chronic toxicity shall only apply when there is a discharge more than one day in a calendar month period. During such calendar months, exactly three independent toxicity tests are required when one toxicity test results in "Fail".
4. This is a Median Monthly Effluent Limitation.
5. Bacteria limitations:
 - a. 30-day Geometric Mean – The geometric mean shall be calculated using the results of five most recent samples.

- i. Total coliform density shall not exceed 1,000/100 ml;
- ii. Fecal coliform density shall not exceed 200/100 ml; and
- iii. Enterococcus density shall not exceed 35/100 ml.
- b. Single Sample Maximum (SSM)
 - i. Total coliform density shall not exceed 10,000/100 ml;
 - ii. Fecal coliform density shall not exceed 400/100 ml;
 - iii. Enterococcus density shall not exceed 104/100 ml; and
 - iv. Total coliform density shall not exceed 1,000/100 ml, when the fecal coliform/total coliform ratio exceeds 0.1.
6. Non-chlorinated phenolic compounds represent the sum of 2-nitrophenol; phenol; 2,4-dimethylphenol; 2,4-dinitrophenol; 2-methyl-4,6-dinitrophenol; and 4-nitrophenol.
7. Chlorinated phenolic compounds represent the sum of 2-chlorophenol; 2,4-dichlorophenol; 2,4,6-trichlorophenol; 4-chloro-3-methylphenol; and pentachlorophenol.
8. TCDD Equivalents shall mean the sum of the concentrations of chlorinated dibenzodioxins (2,3,7,8-CDDs) and chlorinated dibenzofurans (2,3,7,8-CDFs) multiplied by their respective toxicity factors, as shown in the table below. USEPA method 1613 may be used to analyze dioxin and furan congeners.

$$\text{Dioxin-TEQ (TCDD Equivalents)} = \sum (C_x \times \text{TEF}_x)$$

Where:

C_x = concentration of dioxin or furan congener x

TEF_x = TEF for congener x

Toxicity Equivalency Factors

Isomer Group	Toxicity Equivalency Factor (TEF)
2,3,7,8-tetra CDD	1.0
2,3,7,8-penta CDD	0.5
2,3,7,8-hexa CDDs	0.1
2,3,7,8-hepta CDD	0.01
Octa CDD	0.001
2,3,7,8 tetra CDF	0.1
1,2,3,7,8 penta CDF	0.05
2,3,4,7,8 penta CDF	0.5
2,3,7,8 hexa CDFs	0.1
2,3,7,8 hepta CDFs	0.01
Octa CDF	0.001

9. Halomethanes shall mean the sum of bromoform, bromomethane (methyl bromide), and chloromethane (methyl chloride).
10. PAHs shall mean the sum of acenaphthylene; anthracene; 1,2-benzanthracene; 3,4-benzofluoranthene; benzo(k)fluoranthene; 1,12-benzoperylene; benzo(a)pyrene; chrysene; dibenzo(a,h)anthracene; fluorine; indeno(1,2,3-cd)pyrene; phenanthrene; and pyrene.
11. HCH shall mean the sum of alpha, beta, gamma (lindane), and delta isomers of hexachlorocyclohexane.
12. DDT shall mean the sum of 4,4'-DDT, 2,4'-DDT, 4,4'-DDE, 2,4'-DDE, 4,4'-DDD, and 2,4'-DDD.
13. PCBs shall mean the sum of chlorinated biphenyls whose analytical characteristics resemble those of Aroclor-1016, Aroclor-1221, Aroclor-1232, Aroclor-1242, Aroclor-1248, Aroclor-1254, and Aroclor-1260.

E. Interim Effluent Limitations – Not Applicable

F. Land Discharge Specifications – Not Applicable

G. Recycling Specifications – Not Applicable

V. RATIONALE FOR RECEIVING WATER LIMITATIONS

A. Surface Water

The Ocean Plan contains numeric and narrative water quality objectives applicable to the coastal waters of California. Water quality objectives include an objective to maintain the high quality waters pursuant to federal regulations (section 131.12) and State Water Board Resolution No. 68-16. Receiving water limitations in this Order are included to ensure protection of beneficial uses of the receiving water and are based on the water quality objectives contained in the Ocean Plan.

B. Groundwater – Not Applicable

VI. RATIONALE FOR PROVISIONS

A. Standard Provisions

Standard Provisions, which apply to all NPDES permits in accordance with 40 C.F.R. section 122.41, and additional conditions applicable to specified categories of permits in accordance with 40 C.F.R. section 122.42, are provided in Attachment D to the order.

Sections 122.41(a)(1) and (b) through (n) of 40 C.F.R. establish conditions that apply to all State-issued NPDES permits. These conditions must be incorporated into the permits either expressly or by reference. If incorporated by reference, a specific citation to the regulations must be included in the Order. Section 123.25(a)(12) allows the state to omit or modify conditions to impose more stringent requirements. In accordance with 40 C.F.R. section 123.25, this Order omits federal conditions that address enforcement authority specified in 40 C.F.R. sections 122.41(j)(5) and (k)(2) because the enforcement authority under the Water Code is more stringent. In lieu of these conditions, this Order incorporates by reference Water Code section 13387(e).

B. Special Provisions

1. Reopener Provisions

These provisions are based on section 123 and the previous Order. The Regional Water Board may reopen the permit to modify permit conditions and requirements. Causes for modifications include the promulgation of new federal regulations, modification in toxicity requirements, or adoption of new regulations by the State Water Board or Regional Water Board, including revisions to the Basin Plan and/or Ocean Plan.

2. Special Studies and Additional Monitoring Requirements

- a. Initial Investigation Toxicity Reduction Evaluation Workplan.** This provision is based on section III.C.9 of the Ocean Plan.
- b. Mixing Zone Study Work Plan.** The Discharger is required to develop and submit to the Los Angeles Regional Water Board for review a work plan detailing how the Discharger will conduct a Mixing Zone Study. The Mixing Zone Study shall be designed to confirm the assumption included in the modeling of the discharge.
- c. Sediment Loading Study Work Plan.** The Discharger is required to develop and submit to the Los Angeles Regional Water Board for review a work plan detailing how the Discharger will conduct a Sediment Loading Study. The Sediment Loading Study shall be designed to monitor the concentrations of constituents present in the sediment inside and outside of the mixing zone. The sampling must target all constituents present in the discharge that bioaccumulate in the tissue of aquatic life that may be present in the area.

3. Best Management Practices and Pollution Prevention

These provisions are based on section 122.44(k) and includes the requirement to develop and implement a SWPPP, BMPP and a SPCC Plan.

4. Construction, Operation, and Maintenance Specifications

This provision is based on the requirements of section 122.41(e) and the previous Order.

VII. RATIONALE FOR MONITORING AND REPORTING REQUIREMENTS

Section 122.48 of 40 C.F.R. requires that all NPDES permits specify requirements for recording and reporting monitoring results. Water Code sections 13267 and 13383 authorize the Los Angeles Regional Water Board to require technical and monitoring reports. The Monitoring and Reporting Program (MRP), Attachment E, establishes monitoring and reporting requirements that implement federal and state requirements. The following provides the rationale for the monitoring and reporting requirements contained in the MRP for this facility.

A. Influent Monitoring – Not Applicable

B. Effluent Monitoring

Monitoring for those pollutants expected to be present in discharges from Discharge Point 001 (Monitoring Location EFF-001) will be required as shown in the MRP (Attachment E). For the most part, monitoring requirements from the previous Order are included in this Order. To determine compliance with effluent limitations, the MRP retains monthly monitoring for total residual chlorine, ammonia, bacteria, and chronic toxicity. The MRP newly establishes daily monitoring for total effluent flow, to record the volume of discharge from the RSMP. In addition, the MRP requires monthly monitoring for all pollutants included in Table 1 of the Ocean Plan, to determine compliance with effluent limitations for those pollutants. The previous Order required quarterly monitoring for some of these parameters, identified in the previous MRP as "all other Table B (Table 1 in the 2012 Ocean Plan) constituents"; however, because new WQBELs are established for these parameters, monthly monitoring is required. In addition to assessing compliance with effluent limitations, routine monitoring of Table 1 parameters will provide data for evaluating reasonable potential for the new discharge to cause or contribute to an exceedance of applicable water quality objectives contained in the Ocean Plan.

Upon the commencement of discharges from the RSMP, if after 2 years all monitoring results for certain constituents are reported as non-detect, using detection limits that are sufficiently sensitive to demonstrate compliance with effluent limitations, the sampling frequency for certain constituents may be reduced to 1/Quarter. However, if after the reduction in monitoring frequency for these constituents is allowed, monitoring results are reported at concentrations greater than the applicable effluent limitation, the monitoring frequency for these constituents reverts to 1/Month.

C. Whole Effluent Toxicity Testing Requirements

Whole effluent toxicity (WET) protects the receiving water quality from the aggregate toxic effect of a mixture of pollutants in the effluent. An acute toxicity test is conducted over a short time period and measures mortality. A chronic toxicity test is conducted over a longer period of time and may measure mortality, reproduction, and growth. Chronic toxicity is a more stringent requirement than acute toxicity. A chemical at a low concentration can have chronic effects but no acute effects. For this permit, chronic toxicity in the discharge is limited and evaluated using USEPA's 2010 TST hypothesis testing approach. The chronic toxicity

effluent limitations are as stringent as necessary to protect the Ocean Plan Water Quality Objective for chronic toxicity.

Section III.C.3.c.(4) of the Ocean Plan requires dischargers to conduct chronic toxicity testing if the minimum initial dilution of the effluent is below 100:1. The Facility has an initial dilution ratio of 72 to 1. Therefore, this Order includes monitoring requirements for chronic toxicity in the MRP (Attachment E).

D. Receiving Water Monitoring

Monitoring requirements are included in the MRP (Attachment E) to determine compliance with the receiving water limitations established in Limitations and Discharge Requirements, Receiving Water Limitations, Section V.A. Receiving water monitoring requirements have been included from the previous Order with modification. This Order requires monthly monitoring for the first year. If monitoring results demonstrate compliance with water quality objectives in the Ocean Plan the frequency of monitoring for that constituent may be reduced to quarterly. If a quarterly sample exceeds the water quality objectives in the Ocean Plan, the monitoring frequency returns to monthly for that constituent until at least four consecutive samples demonstrate compliance with the water quality objective.

E. Other Monitoring Requirements

1. Outfall and Diffuser Inspection

The annual inspection is required to ensure a periodic assessment of the integrity of the outfall pipes and ballasting system.

VIII. PUBLIC PARTICIPATION

The Los Angeles Regional Water Board has considered the issuance of WDR's that will serve as an NPDES permit for Calleguas Municipal Water District, Regional Salinity Management Pipeline. As a step in the WDR adoption process, the Los Angeles Regional Water Board staff has developed tentative WDR's and has encouraged public participation in the WDR adoption process.

A. Notification of Interested Parties

The Los Angeles Regional Water Board notified the Discharger and interested agencies and persons of its intent to prescribe WDR's for the discharge and provided them an opportunity to submit written comments and recommendations.

The public had access to the agenda and any changes in dates and locations through the Los Angeles Regional Water Board's website at:
<http://www.waterboards.ca.gov/losangeles>

B. Written Comments

The staff determinations are tentative. Interested persons were invited to submit written comments concerning tentative WDRs as provided through the notification process electronically at losangeles@waterboards.ca.gov with a copy to jrchen@waterboards.ca.gov.

To be fully responded to by staff and considered by the Los Angeles Regional Water Board, the written comments were due at the Regional Water Board offices by 5:00 p.m. on **February 10, 2014**.

C. Public Hearing

The Los Angeles Regional Water Board held a public hearing on the tentative WDR's during its regular Board meeting on the following date and time and at the following location:

Date: March 6, 2014

Time: 9:00 A.M.
Location: City of Culver City, Council Chambers
9770 Culver Boulevard
Culver City, California

Interested persons were invited to attend. At the public hearing, the Los Angeles Regional Water Board heard testimony, pertinent to the discharge, WDR's, and permit. For accuracy of the record, important testimony was requested in writing.

Please be aware that dates and venues may change. Our Web address is <http://www.waterboards.ca.gov/losangeles> where you can access the current agenda for changes in dates and locations.

D. Reconsideration of Waste Discharge Requirements

Any aggrieved person may petition the State Water Board to review the decision of the Regional Water Board regarding the final WDR's. The petition must be received by the State Water Board at the following address within 30 calendar days of the Regional Water Board's action.

State Water Resources Control Board
Office of Chief Counsel
P.O. Box 100, 1001 I Street
Sacramento, CA 95812-0100

For instructions on how to file a petition for review, see:
http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml

E. Information and Copying

The Report of Waste Discharge, other supporting documents, and comments received are on file and may be inspected at the address above at any time between 8:30 a.m. and 4:45 p.m., Monday through Friday. Copying of documents may be arranged through the Los Angeles Regional Water Board by calling (213) 576-6600.

F. Register of Interested Persons

Any person interested in being placed on the mailing list for information regarding the WDR's and NPDES permit should contact the Los Angeles Regional Water Board, reference this facility, and provide a name, address, and phone number.

G. Additional Information

Requests for additional information or questions regarding this order should be directed to Jau Ren Chen at (213) 576-6656.

ATTACHMENT G – STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS

I. Implementation Schedule

A storm water pollution prevention plan (SWPPP) shall be developed and submitted to the Regional Water Board within 90 days following the adoption of this Order. The SWPPP shall be implemented for each facility covered by this Permit within 10 days of approval from the Regional Water Board, or 6-months from the date of the submittal of the SWPPP to the Regional Water Board (whichever comes first).

II. Objectives

The SWPPP has two major objectives: (a) to identify and evaluate sources of pollutants associated with industrial activities that may affect the quality of storm water discharges and authorized non-storm water discharges from the facility; and (b) to identify and implement site-specific best management practices (BMPs) to reduce or prevent pollutants associated with industrial activities in storm water discharges and authorized non-storm water discharges. BMPs may include a variety of pollution prevention measures or other low-cost and pollution control measures. They are generally categorized as non-structural BMPs (activity schedules, prohibitions of practices, maintenance procedures, and other low-cost measures) and as structural BMPs (treatment measures, run-off controls, over-head coverage.) To achieve these objectives, facility operators should consider the five phase process for SWPPP development and implementation as shown in Table A.

The SWPPP requirements are designed to be sufficiently flexible to meet the needs of various facilities. SWPPP requirements that are not applicable to a facility should not be included in the SWPPP.

A facility's SWPPP is a written document that shall contain a compliance activity schedule, a description of industrial activities and pollutant sources, descriptions of BMPs, drawings, maps, and relevant copies or references of parts of other plans. The SWPPP shall be revised whenever appropriate and shall be readily available for review by facility employees or Regional Water Board inspectors.

III. Planning and Organization

A. Pollution Prevention Team

The SWPPP shall identify a specific individual or individuals and their positions within the facility organization as members of a storm water pollution prevention team responsible for developing the SWPPP, assisting the facility manager in SWPPP implementation and revision, and conducting all monitoring program activities required in Attachment E of this Permit. The SWPPP shall clearly identify the Permit related responsibilities, duties, and activities of each team member. For small facilities, storm water pollution prevention teams may consist of one individual where appropriate.

B. Review Other Requirements and Existing Facility Plans

The SWPPP may incorporate or reference the appropriate elements of other regulatory requirements. Facility operators should review all local, State, and Federal requirements that impact, complement, or are consistent with the requirements of this General Permit. Facility

operators should identify any existing facility plans that contain storm water pollutant control measures or relate to the requirements of this Permit. As examples, facility operators whose facilities are subject to Federal Spill Prevention Control and Countermeasures' requirements should already have instituted a plan to control spills of certain hazardous materials. Similarly, facility operators whose facilities are subject to air quality related permits and regulations may already have evaluated industrial activities that generate dust or particulates.

IV. Site Map

The SWPPP shall include a site map. The site map shall be provided on an 8-½ x 11 inch or larger sheet and include notes, legends, and other data as appropriate to ensure that the site map is clear and understandable. If necessary, facility operators may provide the required information on multiple site maps.

TABLE A
FIVE PHASES FOR DEVELOPING AND IMPLEMENTING INDUSTRIAL
STORM WATER POLLUTION PREVENTION PLANS

PLANNING AND ORGANIZATION Form Pollution Prevention Team Review other plans
ASSESSMENT PHASE Develop a site map Identify potential pollutant sources Inventory of materials and chemicals List significant spills and leaks Identify non-storm water discharges Assess pollutant risks
BEST MANAGEMENT PRACTICES IDENTIFICATION PHASE Non-structural BMPs Structural BMPs Select activity and site-specific BMPs
IMPLEMENTATION PHASE Train employees Implement BMPs Conduct recordkeeping and reporting
EVALUATION / MONITORING Conduct annual site evaluation Review monitoring information Evaluate BMPs Review and revise SWPPP

The following information shall be included on the site map:

- A. The facility boundaries; the outline of all storm water drainage areas within the facility boundaries; portions of the drainage area impacted by run-on from surrounding areas; and direction of flow of each drainage area, on-site surface water bodies, and areas of soil erosion. The map shall also identify nearby water bodies (such as rivers, lakes, and ponds) and municipal storm drain inlets where the facility's storm water discharges and authorized non-storm water discharges may be received.
- B. The location of the storm water collection and conveyance system, associated points of discharge, and direction of flow. Include any structural control measures that affect storm water discharges, authorized non-storm water discharges, and run-on. Examples of structural control measures are catch basins, berms, detention ponds, secondary containment, oil/water separators, diversion barriers, etc.
- C. An outline of all impervious areas of the facility, including paved areas, buildings, covered storage areas, or other roofed structures.
- D. Locations where materials are directly exposed to precipitation and the locations where significant spills or leaks identified in Section A.6.a.iv. below have occurred.
- E. Areas of industrial activity. This shall include the locations of all storage areas and storage tanks, shipping and receiving areas, fueling areas, vehicle and equipment storage/maintenance areas, material handling and processing areas, waste treatment and disposal areas, dust or particulate generating areas, cleaning and rinsing areas, and other areas of industrial activity which are potential pollutant sources.

V. List of Significant Materials

The SWPPP shall include a list of significant materials handled and stored at the site. For each material on the list, describe the locations where the material is being stored, received, shipped, and handled, as well as the typical quantities and frequency. Materials shall include raw materials, intermediate products, final or finished products, recycled materials, and waste or disposed materials.

VI. Description of Potential Pollutant Sources

- A. The SWPPP shall include a narrative description of the facility's industrial activities, as identified in Section A.4.e above, associated potential pollutant sources, and potential pollutants that could be discharged in storm water discharges or authorized non-storm water discharges. At a minimum, the following items related to a facility's industrial activities shall be considered:
 - 1. **Industrial Processes.** Describe each industrial process, the type, characteristics, and quantity of significant materials used in or resulting from the process, and a description of the manufacturing, cleaning, rinsing, recycling, disposal, or other activities related to the process. Where applicable, areas protected by containment structures and the corresponding containment capacity shall be described.
 - 2. **Material Handling and Storage Areas.** Describe each handling and storage area, type, characteristics, and quantity of significant materials handled or stored, description of the shipping, receiving, and loading procedures, and the spill or leak prevention and response

procedures. Where applicable, areas protected by containment structures and the corresponding containment capacity shall be described.

3. **Dust and Particulate Generating Activities.** Describe all industrial activities that generate dust or particulates that may be deposited within the facility's boundaries and identify their discharge locations; the characteristics of dust and particulate pollutants; the approximate quantity of dust and particulate pollutants that may be deposited within the facility boundaries; and a description of the primary areas of the facility where dust and particulate pollutants would settle.
4. **Significant Spills and Leaks.** Describe materials that have spilled or leaked in significant quantities in storm water discharges or non-storm water discharges since April 17, 1994. Include toxic chemicals (listed in 40 C.F.R., section 302) that have been discharged to storm water as reported on USEPA Form R, and oil and hazardous substances in excess of reportable quantities (see 40 Code of Federal Regulations [C.F.R.], sections 110, 117, and 302).

The description shall include the type, characteristics, and approximate quantity of the material spilled or leaked, the cleanup or remedial actions that have occurred or are planned, the approximate remaining quantity of materials that may be exposed to storm water or non-storm water discharges, and the preventative measures taken to ensure spill or leaks do not reoccur. Such list shall be updated as appropriate during the term of this Permit.

5. **Non-Storm Water Discharges.** Facility operators shall investigate the facility to identify all non-storm water discharges and their sources. As part of this investigation, all drains (inlets and outlets) shall be evaluated to identify whether they connect to the storm drain system.

All non-storm water discharges shall be described. This shall include the source, quantity, frequency, and characteristics of the non-storm water discharges and associated drainage area.

Non-storm water discharges (other boiler blowdown and boiler condensate permitted under the Order) that contain significant quantities of pollutants or that do not meet the conditions provided in Special Conditions D of the storm water general permit are prohibited by this Permit (Examples of prohibited non-storm water discharges are contact and non-contact cooling water, rinse water, wash water, etc.). Non-storm water discharges that meet the conditions provided in Special Condition D of the general storm water permit are authorized by this Permit. The SWPPP must include BMPs to prevent or reduce contact of non-storm water discharges with significant materials or equipment.

6. **Soil Erosion.** Describe the facility locations where soil erosion may occur as a result of industrial activity, storm water discharges associated with industrial activity, or authorized non-storm water discharges.

- B. The SWPPP shall include a summary of all areas of industrial activities, potential pollutant sources, and potential pollutants. This information should be summarized similar to Table B. The last column of Table B, "Control Practices", should be completed in accordance with Section A.8. below.

VII. Assessment of Potential Pollutant Sources

- A. The SWPPP shall include a narrative assessment of all industrial activities and potential pollutant sources as described in A.6. above to determine:
1. Which areas of the facility are likely sources of pollutants in storm water discharges and authorized non-storm water discharges, and
 2. Which pollutants are likely to be present in storm water discharges and authorized non-storm water discharges. Facility operators shall consider and evaluate various factors when performing this assessment such as current storm water BMPs; quantities of significant materials handled, produced, stored, or disposed of; likelihood of exposure to storm water or authorized non-storm water discharges; history of spill or leaks; and run-on from outside sources.
- B. Facility operators shall summarize the areas of the facility that are likely sources of pollutants and the corresponding pollutants that are likely to be present in storm water discharges and authorized non-storm water discharges.

Facility operators are required to develop and implement additional BMPs as appropriate and necessary to prevent or reduce pollutants associated with each pollutant source. The BMPs will be narratively described in section VIII below.

VIII. Storm Water Best Management Practices

The SWPPP shall include a narrative description of the storm water BMPs to be implemented at the facility for each potential pollutant and its source identified in the site assessment phase (Sections A.6. and 7. above). The BMPs shall be developed and implemented to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Each pollutant and its source may require one or more BMPs. Some BMPs may be implemented for multiple pollutants and their sources, while other BMPs will be implemented for a very specific pollutant and its source.

TABLE B
EXAMPLE
ASSESSMENT OF POTENTIAL POLLUTION SOURCES AND
CORRESPONDING BEST MANAGEMENT PRACTICES
SUMMARY

Area	Activity	Pollutant Source	Pollutant	Best Management Practices
Vehicle & Equipment Fueling	Fueling	Spills and leaks during delivery. Spills caused by topping off fuel tanks. Hosing or washing down fuel oil fuel area. Leaking storage tanks. Rainfall running off fuel oil, and rainfall running onto and off fueling area.	fuel oil	Use spill and overflow protection. Minimize run-on of storm water into the fueling area. Cover fueling area. Use dry cleanup methods rather than hosing down area. Implement proper spill prevention control program. Implement adequate preventative maintenance program to preventive tank and line leaks. Inspect fueling areas regularly to detect problems before they occur. Train employees on proper fueling, cleanup, and spill response techniques.

The description of the BMPs shall identify the BMPs as (1) existing BMPs, (2) existing BMPs to be revised and implemented, or (3) new BMPs to be implemented. The description shall also include a discussion on the effectiveness of each BMP to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. The SWPPP shall provide a summary of all BMPs implemented for each pollutant source. This information should be summarized similar to Table B.

Facility operators shall consider the following BMPs for implementation at the facility:

A. Non-Structural BMPs

Non-structural BMPs generally consist of processes, prohibitions, procedures, schedule of activities, etc., that prevent pollutants associated with industrial activity from contacting with storm water discharges and authorized non-storm water discharges. They are considered low technology, cost-effective measures. Facility operators should consider all possible non-

structural BMPs options before considering additional structural BMPs (see Section A.8.b. below). Below is a list of non-structural BMPs that should be considered:

1. **Good Housekeeping.** Good housekeeping generally consists of practical procedures to maintain a clean and orderly facility.
2. **Preventive Maintenance.** Preventive maintenance includes the regular inspection and maintenance of structural storm water controls (catch basins, oil/water separators, etc.) as well as other facility equipment and systems.
3. **Spill Response.** This includes spill clean-up procedures and necessary clean-up equipment based upon the quantities and locations of significant materials that may spill or leak.
4. **Material Handling and Storage.** This includes all procedures to minimize the potential for spills and leaks and to minimize exposure of significant materials to storm water and authorized non-storm water discharges.
5. **Employee Training.** This includes training of personnel who are responsible for (1) implementing activities identified in the SWPPP, (2) conducting inspections, sampling, and visual observations, and (3) managing storm water. Training should address topics such as spill response, good housekeeping, and material handling procedures, and actions necessary to implement all BMPs identified in the SWPPP. The SWPPP shall identify periodic dates for such training. Records shall be maintained of all training sessions held.
6. **Waste Handling/Recycling.** This includes the procedures or processes to handle, store, or dispose of waste materials or recyclable materials.
7. **Recordkeeping and Internal Reporting.** This includes the procedures to ensure that all records of inspections, spills, maintenance activities, corrective actions, visual observations, etc., are developed, retained, and provided, as necessary, to the appropriate facility personnel.
8. **Erosion Control and Site Stabilization.** This includes a description of all sediment and erosion control activities. This may include the planting and maintenance of vegetation, diversion of run-on and runoff, placement of sandbags, silt screens, or other sediment control devices, etc.
9. **Inspections.** This includes, in addition to the preventative maintenance inspections identified above, an inspection schedule of all potential pollutant sources. Tracking and follow-up procedures shall be described to ensure adequate corrective actions are taken and SWPPPs are made.
10. **Quality Assurance.** This includes the procedures to ensure that all elements of the SWPPP and Monitoring Program are adequately conducted.

B. Structural BMPs.

Where non-structural BMPs as identified in Section A.8.a. above are not effective, structural BMPs shall be considered. Structural BMPs generally consist of structural devices that reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Below is a list of structural BMPs that should be considered:

1. **Overhead Coverage.** This includes structures that provide horizontal coverage of materials, chemicals, and pollutant sources from contact with storm water and authorized non-storm water discharges.
2. **Retention Ponds.** This includes basins, ponds, surface impoundments, bermed areas, etc. that do not allow storm water to discharge from the facility.
3. **Control Devices.** This includes berms or other devices that channel or route run-on and runoff away from pollutant sources.
4. **Secondary Containment Structures.** This generally includes containment structures around storage tanks and other areas for the purpose of collecting any leaks or spills.
5. **Treatment.** This includes inlet controls, infiltration devices, oil/water separators, detention ponds, vegetative swales, etc. that reduce the pollutants in storm water discharges and authorized non-storm water discharges.

IX. Annual Comprehensive Site Compliance Evaluation

The facility operator shall conduct one comprehensive site compliance evaluation (evaluation) in each reporting period (July 1-June 30). Evaluations shall be conducted within 8-16 months of each other. The SWPPP shall be revised, as appropriate, and the revisions implemented within 90 days of the evaluation. Evaluations shall include the following:

- A. A review of all visual observation records, inspection records, and sampling and analysis results.
- B. A visual inspection of all potential pollutant sources for evidence of, or the potential for, pollutants entering the drainage system.
- C. A review and evaluation of all BMPs (both structural and non-structural) to determine whether the BMPs are adequate, properly implemented and maintained, or whether additional BMPs are needed. A visual inspection of equipment needed to implement the SWPPP, such as spill response equipment, shall be included.
- D. An evaluation report that includes, (i) identification of personnel performing the evaluation, (ii) the date(s) of the evaluation, (iii) necessary SWPPP revisions, (iv) schedule, as required in Section A.10.e, for implementing SWPPP revisions, (v) any incidents of non-compliance and the corrective actions taken, and (vi) a certification that the facility operator is in compliance with this Permit. If the above certification cannot be provided, explain in the evaluation report why the facility operator is not in compliance with this General Permit. The evaluation report shall be submitted as part of the annual report, retained for at least five years, and signed and certified in accordance with Standard Provisions V.D.5 of Attachment D.

X. SWPPP General Requirements

- A. The SWPPP shall be retained on site and made available upon request of a representative of the Regional Water Board and/or local storm water management agency (local agency) which receives the storm water discharges.

- B. The Regional Water Board and/or local agency may notify the facility operator when the SWPPP does not meet one or more of the minimum requirements of this Section. As requested by the Regional Water Board and/or local agency, the facility operator shall submit an SWPPP revision and implementation schedule that meets the minimum requirements of this section to the Regional Water Board and/or local agency that requested the SWPPP revisions. Within 14 days after implementing the required SWPPP revisions, the facility operator shall provide written certification to the Regional Water Board and/or local agency that the revisions have been implemented.
- C. The SWPPP shall be revised, as appropriate, and implemented prior to changes in industrial activities which (i) may significantly increase the quantities of pollutants in storm water discharge, (ii) cause a new area of industrial activity at the facility to be exposed to storm water, or (iii) begin an industrial activity which would introduce a new pollutant source at the facility.
- D. The SWPPP shall be revised and implemented in a timely manner, but in no case more than 90 days after a facility operator determines that the SWPPP is in violation of any requirement(s) of this Permit.
- E. When any part of the SWPPP is infeasible to implement due to proposed significant structural changes, the facility operator shall submit a report to the Regional Water Board prior to the applicable deadline that (i) describes the portion of the SWPPP that is infeasible to implement by the deadline, (ii) provides justification for a time extension, (iii) provides a schedule for completing and implementing that portion of the SWPPP, and (iv) describes the BMPs that will be implemented in the interim period to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Such reports are subject to Regional Water Board approval and/or modifications. Facility operators shall provide written notification to the Regional Water Board within 14 days after the SWPPP revisions are implemented.
- F. The SWPPP shall be provided, upon request, to the Regional Water Board. The SWPPP is considered a report that shall be available to the public by the Regional Water Board under Section 308(b) of the Clean Water Act.

ATTACHMENT H – STATE WATER BOARD MINIMUM LEVELS

The Minimum Levels identified in this appendix represent the lowest concentration of a pollutant that can be quantitatively measured in a sample given the current state of performance in analytical chemistry methods in California. These Minimum Levels were derived from data provided by state-certified analytical laboratories in 1997 and 1998 for pollutants regulated by the California Ocean Plan and shall be used until new values are adopted by the State Water Board. There are four major chemical groupings: volatile chemicals, semi-volatile chemicals, inorganics, pesticides & PCB's. "No Data" is indicated by "--".

**TABLE II-1
MINIMUM LEVELS – VOLATILE CHEMICALS**

Volatile Chemicals	CAS Number	Minimum Level* (µ/L)	
		GC Method ^a	GCMS Method ^b
Acrolein	107028	2.	5
Acrylonitrile	107131	2.	2
Benzene	71432	0.5	2
Bromoform	75252	0.5	2
Carbon Tetrachloride	56235	0.5	2
Chlorobenzene	108907	0.5	2
Chlorodibromomethane	124481	0.5	2
Chloroform	67663	0.5	2
1,2-Dichlorobenzene (volatile)	95501	0.5	2
1,3-Dichlorobenzene (volatile)	541731	0.5	2
1,4-Dichlorobenzene (volatile)	106467	0.5	2
Dichlorobromomethane	75274	0.5	2
1,1-Dichloroethane	75343	0.5	1
1,2-Dichloroethane	107062	0.5	2
1,1-Dichloroethylene	75354	0.5	2
Dichloromethane	75092	0.5	2
1,3-Dichloropropene (volatile)	542756	0.5	2
Ethyl benzene	100414	0.5	2
Methyl Bromide	74839	1.	2
Methyl Chloride	74873	0.5	2
1,1,2,2-Tetrachloroethane	79345	0.5	2
Tetrachloroethylene	127184	0.5	2
Toluene	108883	0.5	2
1,1,1-Trichloroethane	71556	0.5	2
1,1,2-Trichloroethane	79005	0.5	2
Trichloroethylene	79016	0.5	2
Vinyl Chloride	75014	0.5	2

Table II-1 Notes

- a) GC Method = Gas Chromatography
- b) GCMS Method = Gas Chromatography / Mass Spectrometry

* To determine the lowest standard concentration in an instrument calibration curve for these techniques, use the given ML (see Ocean Plan, Chapter III, "Use of Minimum Levels").

**TABLE II-2
MINIMUM LEVELS – SEMI VOLATILE CHEMICALS**

Semi-Volatile Chemicals	CAS Number	Minimum* Level (µg/L)			
		GC Method ^a	GCMS Method ^b	HPLC Method ^c	COLOR Method ^d
Acenaphthylene	208968	--	10	0.2	--
Anthracene	120127	--	10	2	--
Benzidine	92875	--	5	--	--
Benzo(a)anthracene	56553	--	10	2	--
Benzo(a)pyrene	50328	--	10	2	--
Benzo(b)fluoranthene	205992	--	10	10	--
Benzo(g,h,i)perylene	191242	--	5	0.1	--
Benzo(k)fluoranthene	207089	--	10	2	--
Bis2-(1-Chloroethoxy) methane	111911	--	5	--	--
Bis(2-Chloroethyl)ether	111444	10	1	--	--
Bis(2-Chloroisopropyl)ether	39638329	10	2	--	--
Bis(2-Ethylhexyl) phthalate	117817	10	5	--	--
2-Chlorophenol	95578	2	5	--	--
Chrysene	218019	--	10	5	--
Di-n-butyl phthalate	84742	--	10	--	--
Dibenzo(a,h)anthracene	53703	--	10	0.1	--
1,2-Dichlorobenzene (semivolatile)	95504	2	2	--	--
1,3-Dichlorobenzene (semivolatile)	541731	2	1	--	--
1,4-Dichlorobenzene (semivolatile)	106467	2	1	--	--
3,3-Dichlorobenzidine	91941	--	5	--	--
2,4-Dichlorophenol	120832	1	5	--	--
1,3-Dichloropropene	542756	--	5	--	--
Diethyl phthalate	84662	10	2	--	--
Dimethyl phthalate	131113	10	2	--	--
2,4-Dimethylphenol	105679	1	2	--	--
2,4-Dinitrophenol	51285	5	5	--	--
2,4-Dinitrotoluene	121142	10	5	--	--
1,2-Diphenylhydrazine	122667	--	1	--	--
Fluoranthene	206440	10	1	0.05	--
Fluorene	86737	--	10	0.1	--
Hexachlorobenzene	118741	5	1	--	--
Hexachlorobutadiene	87683	5	1	--	--
Hexachlorocyclopentadiene	77474	5	5	--	--
Hexachloroethane	67721	5	1	--	--
Indeno(1,2,3-cd)pyrene	193395	--	10	0.05	--
Isophorone	78591	10	1	--	--
2-methyl-4,6-dinitrophenol	534521	10	5	--	--
3-methyl-4-chlorophenol	59507	5	1	--	--
N-nitrosodi-n-propylamine	621647	10	5	--	--
N-nitrosodimethylamine	62759	10	5	--	--

Semi-Volatile Chemicals	CAS Number	Minimum* Level (µg/L)			
		GC Method ^a	GCMS Method ^b	HPLC Method ^c	COLOR Method ^d
N-nitrosodiphenylamine	86306	10	1	--	--
Nitrobenzene	98953	10	1	--	--
2-Nitrophenol	88755	--	10	--	--
4-Nitrophenol	100027	5	10	--	--
Pentachlorophenol	87865	1	5	--	--
Phenanthrene	85018	--	5	0.05	--
Phenol	108952	1	1	--	50
Pyrene	129000	--	10	0.05	--
2,4,6-Trichlorophenol	88062	10	10	--	--

Table II-2 Notes:

- a) GC Method = Gas Chromatography
- b) GCMS Method = Gas Chromatography / Mass Spectrometry
- c) HPLC Method = High Pressure Liquid Chromatography
- d) COLOR Method = Colorimetric

* To determine the lowest standard concentration in an instrument calibration curve for this technique, multiply the given ML by 1000 (see Ocean Plan, Chapter III, "Use of Minimum Levels").

TABLE II-3
MINIMUM* LEVELS – INORGANICS

Inorganic Substances	CAS Number	Minimum* Level (µg/L)								
		COLOR Method ^a	DCP Method ^b	FAA Method ^c	GFAA Method ^d	HYBRIDE Method ^e	ICP Method ^f	ICPMS Method ^g	SPGFAA Method ^h	CVAA Method ⁱ
Antimony	7440360	--	1000.	10.	5.	0.5	50.	0.5	5.	--
Arsenic	7440382	20.	1000.	--	2.	1.	10.	2.	2.	--
Beryllium	7440417	--	1000.	20.	0.5	--	2.	0.5	1.	--
Cadmium	7440439	--	1000.	10.	0.5	--	10.	0.2	0.5	--
Chromium (total)	--	--	1000.	50.	2.	--	10.	0.5	1.	--
Chromium (VI)	18540299	10.	--	5.	--	--	--	--	--	--
Copper	7440508	--	1000.	20.	5.	--	10.	0.5	2.	--
Cyanide	57125	5.	--	--	--	--	--	--	--	--
Lead	7439921	--	10000.	20.	5.	--	5.	0.5	2.	--
Mercury	7439976	--	--	--	--	--	--	0.5	--	0.2
Nickel	7440020	--	1000.	50.	5.	--	20.	1.	5.	--
Selenium	7782492	--	1000.	--	5.	1.	10.	2.	5.	--
Silver	7440224	--	1000.	10.	1.	--	10.	0.2	2.	--
Thallium	7440280	--	1000.	10.	2.	--	10.	1.	5.	--
Zinc	7440666	--	1000.	20.	--	--	20.	1.	10.	--

Table II-3 Notes

- a) COLOR Method = Colorimetric
- b) DCP Method = Direct Current Plasma
- c) FAA Method = Flame Atomic Absorption
- d) GFAA Method = Graphite Furnace Atomic Absorption
- e) HYDRIDE Method = Gaseous Hydride Atomic Absorption
- f) ICP Method = Inductively Coupled Plasma
- g) ICPMS Method = Inductively Coupled Plasma / Mass Spectrometry
- h) SPGFAA Method = Stabilized Platform Graphite Furnace Atomic Absorption (i.e., US EPA 200.9)
- i) CVAA Method = Cold Vapor Atomic Absorption

* To determine the lowest standard concentration in an instrument calibration curve for these techniques, use the given ML (see Ocean Plan, Chapter III, "Use of Minimum* Levels").

**TABLE II-4
MINIMUM* LEVELS – PESTICIDES AND PCBs***

Pesticides – PCB's	CAS Number	Minimum* Level (µg/L)
		GC Method ^a
Aldrin	309002	0.005
Chlordane	57749	0.1
4,4'-DDD	72548	0.05
4,4'-DDE	72559	0.05
4,4'-DDT	50293	0.01
Dieldrin	60571	0.01
a-Endosulfan	959988	0.02
b-Endosulfan	33213659	0.01
Endosulfan Sulfate	1031078	0.05
Endrin	72208	0.01
Heptachlor	76448	0.01
Heptachlor Epoxide	1024573	0.01
a-Hexachlorocyclohexane	319846	0.01
b-Hexachlorocyclohexane	319857	0.005
d-Hexachlorocyclohexane	319868	0.005
g-Hexachlorocyclohexane (Lindane)	58899	0.02
PCB1016	---	0.5
PCB1221	---	0.5
PCB1232	---	0.5
PCB1242	---	0.5
PCB1248	---	0.5
PCB1254	---	0.5
PCB1260	---	0.5
Toxaphene	8001352	0.5

Table II-4 Notes

a) GC Method = Gas Chromatography

* To determine the lowest standard concentration in an instrument calibration curve for this technique, multiply the given ML by 100 (see Ocean Plan, Chapter III, "Use of Minimum Level")



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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director *LM* Agenda Item No. L-3

Reviewed By: City Manager *JM* City Attorney *JBB* Finance *DVC* Utilities *AM*

DATE: July 15, 2015

TO: City Council

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

SUBJECT: Agreement with the County of Ventura for the Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant for the Groundwater Replenishment and Reuse Project (A-7813)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant Agreement for the Groundwater Replenishment and Reuse Project (A-7813) in the amount of \$1,730,050.
2. Approve a budget appropriation in the amount of \$1,730,050, recognizing the grant award of \$1,109,250 and providing matching funds from the Water Operating Fund Balance in the amount of \$620,800 to the GREAT ASR Well Project 116505.

DISCUSSION

The Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant Agreement for the Groundwater Replenishment and Reuse Project ("Grant") was approved by the County of Ventura on May 19, 2015. The Grant was awarded in the amount of \$1,109,250 and requires a City match of \$475,750 plus additional cost shares of \$145,050. Under executed grant agreement 4600010881, the subgrant performance period is September 1, 2020 or completion of all obligations under the Agreement whichever occurs first. The Grant will allow the City to proceed with the Aquifer Storage and Recovery (ASR) Well at the Campus Park as shown in Attachment No. 2, Location Map. Engineer's estimate of cost for the well construction is \$2.5 million.

FINANCIAL IMPACT

The budget appropriation included \$1,109,250 of grant funding from State Department of Water Resources and \$620,800 of Water Operating Fund to GREAT ASR Well Project 116505. Existing funding of \$201,098 has been appropriated from Water 2010 Bond Proceeds to the project. Additional funding for the project may be requested, as needed, at the time of award of contract for well construction.

Attachment #1 – Subgrant Agreement
#2 – Location Map
#3 – Budget Appropriation

**PROPOSITION 84, 2014 DROUGHT ROUND
INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT
AGREEMENT**

Between the County of Ventura and the City of Oxnard

This Proposition 84, 2014 Drought Round Integrated Regional Water Management Subgrant Agreement (“AGREEMENT” or “Memorandum of Understanding”) is made this _____ day of _____, 2015, between the County of Ventura (hereinafter called “COUNTY”) and the City of Oxnard (hereinafter called “SUBGRANTEE”) (collectively “THE PARTIES”), regarding the approved grant funded project component known as the Groundwater Replenishment and Reuse Project.

WHEREAS the Watersheds Coalition of Ventura County (“Watersheds Coalition”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County and submitted a grant application to the California State Department of Water Resources (“State”) for a Proposition 84, 2014 Drought Round IRWM Implementation Grant for 7 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various public agencies in Ventura County with authority and responsibility for water facilities and programs;

WHEREAS, the State has approved the grant application of the County of Ventura, on behalf of the Watersheds Coalition of Ventura County, and requires that the grant agreement be entered into with a single eligible grant recipient that is a member of the Watersheds Coalition;

WHEREAS, COUNTY is a member of the Watersheds Coalition, is an eligible grant recipient, and is willing to serve as the single grantee under the grant agreement with the State, to enter into subgrant agreements with project proponents for state-approved project components in the IRWM Plan and grant application and to act, with the assistance of a contractor, as the administrator of the grant;

WHEREAS, SUBGRANTEE has requested that COUNTY perform the function of grantee under the grant;

WHEREAS, SUBGRANTEE wishes to carry out the approved grant project component known as the Groundwater Replenishment and Reuse Project ("THE PROJECT COMPONENT") and consents to implementing THE PROJECT COMPONENT through this AGREEMENT with COUNTY.

WHEREAS, SUBGRANTEE is willing to pay its share of COUNTY's costs in administering the grant; and

WHEREAS, SUBGRANTEE is willing to meet all requirements under the grant agreement for THE PROJECT COMPONENT, including providing matching funds or in-kind match activities.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. COUNTY shall act as grantee under the Proposition 84, 2014 Drought Round Integrated Regional Water Management Implementation Grant Program and shall, as an eligible grant recipient, enter into the grant agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer grant requirements. COUNTY may contract with third parties for the administrative

services called for in the grant agreement.

2. COUNTY shall reimburse grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for activities completed in accordance with the terms of the grant agreement, but only upon receipt of grant funds for that work from the State.

3. COUNTY shall timely submit to the State invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the grant agreement for THE PROJECT COMPONENT.

4. COUNTY shall maintain accounts for THE PROJECT COMPONENT in accordance with the grant agreement.

5. a) SUBGRANTEE shall carry out, build and/or perform and operate and maintain THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT set forth in the grant agreement. Wherever the AGREEMENT refers to the grant agreement, it shall mean the grant agreement attached hereto as Exhibit 1 and any amendment or modification of Exhibit 1. SUBGRANTEE shall fulfill all assurances, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds. SUBGRANTEE shall meet all requirements and limitations of the grant agreement for THE PROJECT COMPONENT.

b) SUBGRANTEE shall immediately provide notice to COUNTY's representative in the event SUBGRANTEE wishes to alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the grant agreement. COUNTY shall timely forward SUBGRANTEE's request for alteration to the State for its consideration.

c) As COUNTY is acting as grantee under the grant agreement, SUBGRANTEE's questions and other communications related to the grant agreement or performance of work under the grant agreement shall be directed to the COUNTY's representatives for resolution with the State.

6. a) SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT and shall provide all necessary environmental review and obtain all required permits for THE PROJECT COMPONENT.

b) COUNTY and SUBGRANTEE agree that the initial budget for THE PROJECT COMPONENT is:

Proposition 84, 2014 Drought Round	Match	Total
\$1,109,250	\$620,800	\$1,730,050

This budget may be adjusted in accordance with the grant agreement.

7. To the extent permitted by law, SUBGRANTEE shall fully indemnify, defend, and hold the COUNTY, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards or liabilities arising out of this AGREEMENT or SUBGRANTEE's work on THE PROJECT COMPONENT.

8. There shall be paid by SUBGRANTEE to COUNTY to fund COUNTY's ongoing administrative services as grant administrator an amount not to exceed \$47,000. COUNTY may utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment shall be made within 60 days of entering into this AGREEMENT. Thereafter,

SUBGRANTEE shall on or before June 1 of each fiscal year that it is carrying out THE PROJECT COMPONENT make payments to COUNTY as set forth in Exhibit 2 (attached hereto and incorporated herein by this reference) or on such other schedule acceptable to COUNTY to fund COUNTY's services for grant administration. SUBGRANTEE shall pay COUNTY additional amounts as billed by the COUNTY at applicable hourly rates for any additional costs of administrative services caused by delays of the SUBGRANTEE.

9. In accordance with the "GRANTEE'S RESPONSIBILITY" provision of the grant agreement between the State and COUNTY, THE PARTIES agree that SUBGRANTEE shall comply with all applicable laws, policies and regulations in carrying out this AGREEMENT or THE PROJECT COMPONENT.

10. COUNTY guarantees that all monies it receives for THE PROJECT COMPONENT from the State under the grant agreement shall solely and exclusively be used for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that COUNTY shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation.

11. COUNTY shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.

12. COUNTY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. COUNTY does not guarantee or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. COUNTY does not guarantee or warrant the plans

and specifications for THE PROJECT COMPONENT. COUNTY does not guarantee or warrant any estimated construction costs or budgets set forth in either the grant application or grant agreement. COUNTY shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT. Instead, COUNTY is only acting as a conduit: 1) for transfer of grant monies to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the grant agreement and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from the SUBGRANTEE to the State.

13. COUNTY does not guarantee or warrant that it will pay any invoice submitted by SUBGRANTEE until monies for approved invoices have actually been transmitted by the State to COUNTY. COUNTY assumes no liability to any entity, including but not limited to, SUBGRANTEE, and any contractors and subcontractors on THE PROJECT COMPONENT for any delays by the State in approval or transmittal of grant monies to COUNTY.

14. THE PARTIES agree that if SUBGRANTEE abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30 days of receipt of Notice of Breach from COUNTY, then COUNTY may, in its sole discretion, serve written notice to SUBGRANTEE that COUNTY intends to terminate this AGREEMENT due to SUBGRANTEE's breach in 30 days and thereafter, if the breach is not timely and reasonably cured, terminate this AGREEMENT.

15. It is agreed by THE PARTIES that: (a) if any applicable federal or state

budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, or (b) if the State otherwise exercises its right to withhold grant funding for the PROJECT COMPONENT, then this AGREEMENT shall be of no force and effect and shall terminate if the grant agreement is canceled by the State. In this event, except for those monies already received from State and approved for payment for work on THE PROJECT COMPONENT, COUNTY shall have no liability to transmit any monies for work on THE PROJECT COMPONENT to SUBGRANTEE. SUBGRANTEE agrees to indemnify and defend and hold COUNTY harmless from any claims asserted against COUNTY by any entity in the event that the applicable federal or state budget act does not appropriate sufficient funds for THE PROJECT COMPONENT.

16. COUNTY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT and any pre-purchased materials from any source, including but not limited to the following: fire, earthquake, vandalism and theft. Neither is COUNTY liable for any loss or damage resulting from the failure to secure any such insurance. SUBGRANTEE shall provide all insurance required for THE PROJECT COMPONENT required by the grant agreement.

17. Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, COUNTY shall: 1) disburse to SUBGRANTEE any remaining sums of money in the account approved by the State for payment to SUBGRANTEE, which have not already been disbursed by COUNTY to SUBGRANTEE, and 2) distribute pro rata refunds to SUBGRANTEE of unexpended administrative cost contributions.

18. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the

commencement and completion of THE PROJECT COMPONENT; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the grant agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the grant agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.

19. COUNTY shall not be obligated to recognize any assignment of this AGREEMENT by SUBGRANTEE to any third party, except as agreed to in writing by both COUNTY and SUBGRANTEE.

20. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.

21. This AGREEMENT is only for the benefit of THE PARTIES and not for the benefit of any third party, other than the State.

22. The signature of Daniel Rydberg, P..E. or Lou Balderrama on the requests for payment to COUNTY submitted by SUBGRANTEE shall conclusively and finally establish the right of COUNTY to draw checks as so requested, subject to COUNTY's performance of its responsibilities as grantee pursuant to the grant agreement, and subject to the State's transmittal of grant monies to COUNTY for THE PROJECT COMPONENT. Changes to authorized signatures shall be accomplished by written notice from SUBGRANTEE to COUNTY.

23. Nothing in this AGREEMENT shall create any contractual relationship between any contractor or subcontractor of SUBGRANTEE and COUNTY. SUBGRANTEE agrees to be fully responsible to COUNTY for the acts and omissions of

its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBGRANTEE. SUBGRANTEE's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to COUNTY, and COUNTY's obligation to transmit monies to SUBGRANTEE. As a result, COUNTY shall have no obligations to pay monies to any contractor or subcontractor of SUBGRANTEE.

24. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the COUNTY, including its boards, all special districts governed by the Board of Supervisors, agencies, departments, officers, consultants, employees, agents and volunteers, shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement. SUBGRANTEE agrees to provide COUNTY with written documentation that it has been so named as an additional insured on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this AGREEMENT shall be the same as, and coincide with, the term of the grant agreement.

26. This AGREEMENT shall terminate upon the earlier of: (i) September 1, 2020; (ii) completion of all obligations under the AGREEMENT; or (iii) termination of the AGREEMENT by COUNTY due to breach as set forth in Paragraph 14.

27. For three years after completion of THE PROJECT COMPONENT or as otherwise required by the grant agreement, COUNTY and SUBGRANTEE shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for THE

PROJECT COMPONENT; and (ii) requests for payment from SUBGRANTEE. Upon prior written request, COUNTY and SUBGRANTEE shall provide reasonable access to inspect such records during normal business hours.

28. Each of THE PARTIES represents and warrants that each person signing this AGREEMENT on behalf of any of THE PARTIES, has legal authority to sign this AGREEMENT, and bind that party.

29. Notice pursuant to this AGREEMENT shall be sent by United States mail and by facsimile transmission to the following representatives for THE PARTIES:

SUBGRANTEE:

City of Oxnard
300 West 3rd Street
Oxnard, CA 93030

COUNTY:

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009-1940
ATTN: Sue Hughes

THE PARTIES may change representatives upon written notice to the other party.

30. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.

31. This AGREEMENT has been negotiated between THE PARTIES and shall not be construed against any party as the drafting party.

32. This AGREEMENT will be considered binding and effective when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete

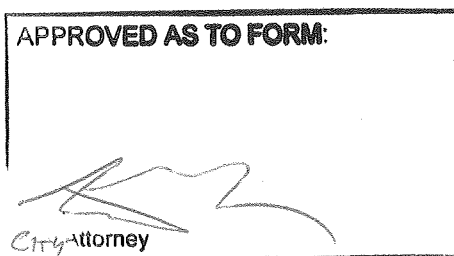
AGREEMENT.

Wherefore, having read the foregoing and having understood and agreed to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

Michael Powers, County Executive Officer
on behalf of COUNTY

Tim Flynn, Mayor
on behalf of the SUBGRANTEE

Executed on the day and year aforesaid.



ATTEST:

Daniel Martinez, City Clerk

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF VENTURA
AGREEMENT NUMBER 4600010881
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the County of Ventura, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Watersheds Coalition of Ventura County IRWM Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on September 1, 2020 or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$16,661,879.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$8,354,015.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$4,773,089. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Projects in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the *Watersheds Coalition of Ventura County IRWM Drought Grant Proposal* grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
 - Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
 - Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:

- Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved project as listed in Exhibit A of this Grant Agreement.
- Environmental Documentation:

- Grantee submits to the State all applicable environmental permits,
- Documents that satisfy the CEQA process are received by the State,
- State has completed its CEQA compliance review as a Responsible Agency, and
- Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

- A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."

10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.

11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after January 17, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- Costs, other than those noted above, incurred prior to the award date of the Grant.
- Operation and maintenance costs, including post construction performance and monitoring costs.

- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs (per diem includes subsistence and other related costs).
- i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
- l) Overhead not directly related to project costs.

12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:

- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

14. DEFAULT PROVISIONS. Grantee (and a Local Project Sponsor receiving grant funding through this Grant Agreement) will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to maintain an adopted IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
- d) Failure to operate or maintain project(s) in accordance with this Grant Agreement.
- e) Failure to make any remittance required by this Grant Agreement.
- f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
- g) Failure to submit timely progress reports.
- h) Failure to routinely invoice State.
- i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (CWC§10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application must submit, until June 30, 2016, either:

- i) List of tasks to implement the BMPs listed in 1420 compliance Table 2 and corresponding schedule and budget. Or
- ii) The progress toward the 2015 interim gallon per day per capita (GPDC) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPDC, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

- 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>
- b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with § 10608) of Division 6 of the CWC. Before July 1, 2016:
 - i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.
 - 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmngmt.cfm>
- c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
- e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.

16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 et seq.) or
 - b) Any other funding source requiring an LCP.

At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.

19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
 - Water Management Status Report: By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.
20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each

project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- c) Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- d) By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: Paula.Landis@water.ca.gov

County of Ventura
Sue Hughes
Deputy Executive Officer CEO Government Affairs
800 South Victoria Avenue
Ventura, CA 93009
Phone: (805) 654-3836
e-mail: Susan.Huges@ventura.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Monica Reis
Division of Integrated Regional Water Management
901 P Street, RM 213A
Sacramento, CA 95814
Phone: (916) 651-9291
e-mail: Monica.Reis@water.ca.gov

County of Ventura
Sue Hughes
Deputy Executive Officer CEO Government Affairs
800 South Victoria Avenue
Ventura, CA 93009
Phone: (805) 654-3836
e-mail: Susan.Huges@ventura.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Authorizing Resolution
Exhibit F – Local Project Sponsors
Exhibit G – Report Formats and Requirements
Exhibit H – Requirements for Statewide Monitoring and Data Submittal
Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
Exhibit J – Project Monitoring Plan Components

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

County of Ventura

Paula J. Landis, P.E., Chief
Division of Integrated Regional Water Management

Sue Hughes
Deputy Executive Officer, CEO Government Affairs

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date _____

**EXHIBIT A
WORK PLAN**

The Proposition 84 IRWM 2014 Drought Grant agreement provides funding for eight projects located within the Watersheds Coalition of Ventura County region.

PROJECT 1: VENTURA COUNTY AGRICULTURAL WATER USE EFFICIENCY PROGRAM

Implementing Agency: Ventura County Watershed Protection District (VCWPD)

Project Description: This project consists of a county-wide effort to work with growers to analyze irrigation methods and then implement system improvements for increased agricultural water use efficiencies to avoid approximately 1,820 Acre-Feet per Year (AFY). This project will enable agricultural water users in Ventura County to use less groundwater by assisting them in identifying and implementing best management practices for increasing water use efficiency.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of the grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Also included in this task are activities needed to prepare and execute consultant contracts (AE contracts) between VCWPD, Ventura County Resource Conservation District (VCRC), University of California Cooperative Extension (UCCE), and the Ventura County Farm Bureau (VCFB). VCWPD will coordinate with the contractor, project partners, and landowners.

Deliverables:

- ☐ Invoices
- ☐ AE Contracts

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura

County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

No Land acquisition is required for this project

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 4: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

VCWDP will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

Task 5: Design

Design will include development of an outreach plan to reach interested growers, development of a survey and refinement and improvement of the criteria to be used to select program participants, development of agreement template for program participants, and definition of the methods to evaluate water use efficiency improvements and develop a reimbursement structure for BMP purchases.

Deliverables:

- ☐ Plan for advertising and outreach
- ☐ Criteria for selection of program participants
- ☐ Agreement template for program participants
- ☐ Evaluation methods for water use efficiency improvements

Task 6: Environmental Documentation

This task includes the preparation of a Notice of Exemption and a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- ☐ Notice of Exemption
- ☐ No Legal Challenges Letter

BUDGET CATEGORY (D): Construction/Implementation

Task 7: Implementation

Please note that no permitting is required for this project. Implementation includes:

Initiation of outreach program, survey and evaluate potential participants for the program to identify growers who will most benefit from water efficiency improvements, and execute individual agreements. It's estimated that 65 farms (approximately 3,250 acres) will participate. The project team will perform irrigation distribution uniformity evaluations for selected growers, and will use this data, along with grower survey, grower interview data, and other field testing data as required to identify best management practices (BMPs). The project team will make specific recommendations to improve water use efficiency using measures previously approved/vetted by the U.S. Department of Agriculture, the Natural Resource Conservation Service, and/or UCCE. The result will be a Pre-BMP Evaluation Report for each participating grower. BMPs that will be considered include grower education, training, and upgrades to irrigation systems such as:

- Irrigation timers
- Meters
- Sprinklers
- Soil Moisture sensors
- Drip tape
- Drip emitters
- Irrigation software
- More efficient pumps

Equipment purchase and installation will be the responsibility of the grower, but the equipment purchased will be eligible for the rebate program.

If a grower moves forward with the recommendations in the Pre-BMP Evaluation Report for his/her land, then receipts for the equipment purchased can be submitted for a rebate of 60% of the grower's costs incurred. Prior to approving payment of the rebate, VCWPD project team will conduct one post installation site visit to verify and evaluate the installation of the BMP recommendations and provide the grower with training on the proper use and maintenance of all qualified and approved BMPs purchased. A Post BMP Verification Report will be prepared, including BMP installation photos.

Deliverables:

- ☐ Completed Surveys and Evaluation Forms
- ☐ Executed Agreements with Growers
- ☐ Pre-BMP Evaluation Reports
- ☐ Post BMP Verification Reports

PROJECT 2: SALINITY MANAGEMENT PIPELINE, PHASE 2D

Implementing Agency: Calleguas Municipal Water District (Calleguas)

Project Description: This project constructs an extension of the Salinity Management Pipeline further into the Calleguas Creek Watershed enabling 3,400 AFY of high quality agricultural water supplies to come on-line.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of the grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

Task 4: Land Acquisition

This task includes efforts to acquire easements and orders of possession for the project from eight private landowners along the alignment. Easement deeds for five of the easements have been signed, while the remaining three easements have been granted to Calleguas through eminent domain proceedings.

Deliverables:

- ☐ Recorded Easement Deeds and Final Orders of Condemnation

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 5: Assessment and Evaluation

This task includes efforts to prepare a preliminary design report, which included an alignment study to determine the most favorable and cost effective alignment for the project, and studies required to obtain the Caltrans encroachment permit.

As part of the Caltrans encroachment permit application, Calleguas retained the services of an environmental consultant to complete investigations for the presence of aerially deposited lead and pesticides in the vicinity of the project within the State right-of-way. The results of the investigations were presented in three reports including an Initial Site Assessment (ISA), a Preliminary Site Investigation (PSI), and a Contaminated Materials Management Plan (CMMP).

Deliverables:

- ☐ Preliminary Design Report
- ☐ Initial Site Assessment
- ☐ Preliminary Site Investigation
- ☐ Contaminated Materials Management Plan

Task 6: Design

This task includes the preparation of 100% design plans and specifications for approximately 12, 700 feet of pipeline, appurtenances, and the tie-in to SMP Phase 2c. This task includes surveying, geotechnical investigations, and preparation of construction documents.

Deliverables:

- ☐ 100% Final Design Plans, Specifications, and Cost Estimate

Task 7: Environmental Documentation

This task includes the preparation of an Environmental Impact Report (EIR), required findings, and adoption of a Mitigation Monitoring and Reporting Program for this phase of the SMP. As part of the mitigation measures required by the EIR, Extended Phase 1 subsurface excavations using shovel test pits were completed to determine the presence or absence of cultural deposits within the project's area of potential effect. The results of the investigations revealed the absence of cultural deposits and were presented in an archaeological report. A qualified archeologist conducted the excavations while a Chumash representative was retained to monitor the excavations.

This task also includes the preparation and circulation of a Notice of Preparation (including tribal notification to the California Native Heritage Commission), filing Notice of Completion with State Clearinghouse, and preparation of a letter stating no legal challenges (or addressing legal challenges).

This environmental documentation was completed prior to January 1, 2010; therefore, not included in the budget.

Deliverables:

- ☐ Final Environmental Impact Report
- ☐ Copy of Notice of Preparation
- ☐ Copy of Notice of Completion

- ☐ Tribal Notification
- ☐ No Legal Challenges Letter

Task 8: Permitting

This task includes all efforts to acquire encroachment permits from Caltrans and the Ventura County Watershed Protection District, as well as all other project related permits. Calleguas has applied for coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (a State Water Resources Control Board permit). In addition, Calleguas has obtained coverage under the General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters (a Regional Water Quality Control Board permit).

Deliverables:

- ☐ Caltrans Encroachment Permit
- ☐ Ventura County Watershed Protection District Encroachment Permit
- ☐ General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities
- ☐ General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters

Task 9: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Calleguas will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

BUDGET CATEGORY (D): Construction/Implementation

Task 10: Construction Contracting

This task involves activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- ☐ Bid documents
- ☐ Proof of Advertisement
- ☐ Award of contract
- ☐ Notice to proceed

Task 11: Construction

This task involves the project construction, including mobilization, demobilization, and site preparation, and performance testing and demobilization. Construction includes:

- (1) A pre-construction meeting with the contractor, permitting agencies, and utilities.

- (2) Installation of approximately 12,700 linear feet of 18-inch-diameter PVC pipe, along with the necessary appurtenances, including air vents and air vacuum release valves, blow offs, and access manholes. Service connections for discharge stations for future desalters will also be installed. SMP 2D will be joined to the existing SMP 2C.

Deliverables:

- ☐ Photographic documentation
- ☐ Engineer's Certification

Task 12: Environmental Compliance during Construction

This task includes environmental compliance services, including sampling and analysis of hydrostatic test water discharges, and oversight associated with managing pesticide-contaminated soils.

Deliverables:

- ☐ Results of sampling and analysis

Task 13: Construction Administration

This task includes the following: provide construction management and administration. Specific tasks will include daily on-site observations, inspection of pipe materials and fabrication, testing of soils and concrete used in construction, and documentation of construction activities. A qualified geotechnical consultant will complete compaction testing for the installation of the pipeline bedding and backfill materials and additional specialty construction support will be provided for trenchless crossings, factory inspection of materials, and other tasks, as required. Once construction is completed, record drawings will be prepared.

Deliverables:

- ☐ Notice of Completion
- ☐ Record Drawings

PROJECT 3: PLEASANT VALLEY WELL

Implementing Agency: Camrosa Water District (Camrosa)

Project Description: Through an exchange agreement with the Fox Canyon Groundwater Management Agency, this project will deliver non-potable water to the southern Pleasant Valley (PV) Basin in exchange for a new 1,000 AFY well in the northern PV Basin. This scope is for Pleasant Valley Well No. 2.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of the grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

Task 4: Easement

This task includes efforts needed to prepare and execute an easement. The Pleasant Valley Well is expected to be located on property owned by the Pleasant Valley Park & Recreation District.

Deliverables:

- ☐ Recorded Easement

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 5: Assessment and Evaluation

This task includes the preparation of a Well Siting Study to identify and evaluate 13 different sites based on: production, water quality, right-of-way/ownership, and vicinity of existing infrastructure and utility services.

Deliverables:

- ☐ Well Siting Study

Task 6: Design

This task includes design of the project, including development of 100% plans, specifications, and an engineer's estimate of probable construction cost. Design will be reviewed at specific intervals by Camrosa, Pleasant Valley

Parks & Recreation District, and California Department of Public Health (CDPH) and their comments incorporated. The Project is broken into two phases. Phase 1 consists of drilling the new well and installing the necessary well casing and screens. Phase 2 consists of the actual well facilities that include: pump & motor, enclosure building, electrical, piping, chlorination equipment, security wall, paving, fencing, and access gates.

Deliverables:

- ☐ Phase 1 100% Final Design Plans, Specifications, and Cost Estimate
- ☐ Phase 2 100% Final Design Plans, Specifications, and Cost Estimate

Task 7: Environmental Documentation

Perform an Initial Study to identify the appropriate CEQA document, anticipated to be a Negative Declaration.

The task includes preparation and circulation of a Notice of Preparation (including tribal notification to the California Native Heritage Commission), development and completion of an Initial Study and Environmental Impact Report, development of a filing Notice of Completion with State Clearinghouse, and preparation of a lettering stating no legal challenges (or addressing legal challenges).

Deliverables:

- ☐ Initial Study
- ☐ Final Environmental Impact Report
- ☐ Copy of Notice of Preparation
- ☐ Copy of Notice of Completion
- ☐ Tribal Notification
- ☐ No Legal Challenges Letter

Task 8: Permitting

This task includes obtaining a well-drilling permit from Fox Canyon Groundwater Management Agency (GMA) through the County of Ventura. This permit will allow Camrosa to drill a new well despite the general prohibition of new well drilling prescribed by Fox Canyon GMA's Emergency Ordinance E. Camrosa will also obtain an amendment to the District's Water Supply Permit from CDPH after construction.

Based on preliminary design, Camrosa anticipates the project will disturb less than 1 acre, and it will not be necessary to obtain coverage under the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities*.

Deliverables:

- ☐ Well Drilling Permits (Fox Canyon and Ventura County)
- ☐ Amended Water Supply Permit

Task 9: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Camrosa will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

BUDGET CATEGORY (D): Construction/Implementation

Task 10: Construction Contracting

This task involves activities necessary for to secure a contractor and award the contract for each phase include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- ☐ Bid documents (Phase 1 and 2)
- ☐ Proof of Advertisement (Phase 1 and 2)
- ☐ Award of contract (Phase 1 and 2)
- ☐ Notice to proceed (Phase 1 and 2)

Task 11: Construction

This task involves the project construction, including mobilization, demobilization, and site preparation, and performance testing and demobilization. Construction includes:

- (1) Drilling and installation of a new 1,000 gallons per minute well, full enclosure building, masonry block wall, chlorine generation equipment, electrical controls, instrumentation, standby generator and fuel tank, fencing, and landscaping. The landscaping will provide an aesthetic buffer between the masonry block wall and residential homes.
- (2) Well performance testing will be conducted during well development to determine pumping and subsequent production
- (3) Water level data will be collected during the variable rate (step) test, constant rate discharge test, and well recovery test periods
- (4) Mitigation including: sound enclosure, security block wall.

Deliverables:

- ☐ Photographic documentation
- ☐ Engineer's Certification

Task 12: Construction Administration

Provide all necessary inspection and oversight, including on-site inspection, material testing, project coordination, meetings, and verification of overall compliance with the contract plans and specifications. Record drawings will be prepared after construction.

Deliverables:

- ☐ Notice of Completion
- ☐ As Built Drawings

PROJECT 4: EL RIO RETROFITS FOR GROUNDWATER RECHARGE

Implementing Agency: Ventura County Public Works Agency (VCPWA)

Project Description: This project consists of the installation of pervious concrete gutters to capture dry- and wet-weather runoff from a 46-acre residential area for groundwater recharge. The project will provide groundwater recharge of at least 49 AFY to the Oxnard Plain Forebay. As a result, this project will provide a long-term and sustainable source for Oxnard Plain Forebay and Oxnard Plain Pressure Basin groundwater recharge. In addition, this project will reduce pollutant loads in the urban runoff.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

No land purchase or right-of-way easement acquisition is required for implementing El Rio Retrofits for Groundwater Recharge. All work will be within existing County road rights-of-way.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 4: Assessment and Evaluation

This task includes development and submittal of a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

VCPWA Staff will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

This task also includes geotechnical site-specific infiltration testing, topographic survey, and hydrology and hydraulics report.

Deliverables:

- ☐ Project Monitoring Plan
- ☐ Topographic Survey
- ☐ Geotechnical Analysis (Site Specific Infiltration Testing and Soil Analysis)
- ☐ Hydrology and Hydraulics Report

Task 5: Design

This task includes the project design for the installation of a pervious concrete gutter system that will capture, store and infiltrate stormwater runoff for groundwater recharge. The pervious concrete gutters will replace existing traditional curb and gutter in a section of the residential unincorporated community of El Rio.

Deliverables:

- ☐ 100% Final Design Plans, Specifications, and Cost Estimate

Task 6: Environmental Documentation

This task includes completion of Notice of Exemption and a letter stating no legal challenges (or addressing legal challenges). The El Rio Retrofit for Groundwater Recharge was determined to be Categorically Exempt under the CEQA Guidelines, §15301: Class 1 Exemption for Existing Facilities and §15302: Class 2 Exemption for Replacement or Reconstruction.

Deliverables:

- ☐ Notice of Exemption
- ☐ No Legal Challenges Letter

Task 7: Permitting

This task includes the efforts associated with obtaining an encroachment permit from the VCPWA Transportation Department required for the project. The permit fees will be waived for the VCPWA project.

Deliverables:

- ☐ Encroachment Permit

BUDGET CATEGORY (D): Construction/Implementation

Task 8: Construction Contracting

This task involves activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- ☐ Bid documents
- ☐ Proof of Advertisement
- ☐ Award of contract
- ☐ Notice to proceed

Task 9: Construction

This task involves the project construction, including mobilization, demobilization, site preparation, traffic control, and existing utility protection. The construction of the pervious concrete gutters will require demolition of existing curb and gutters, excavation and backfill of infiltration trenches and installation of pervious concrete gutters. Record drawings will be completed upon construction completion.

The pervious concrete gutter retrofit system will include the following construction:

- (1.) Excavation of infiltration trenches and installation of approximately 7,000 feet of 4-inch perforated PVC observation well piping and access covers, infiltration trench filters fabrics, and impermeable liners.
- (2.) Once trenches are complete, the contractor will construct standard concrete curbs, then install precast pervious concrete panel gutters, followed by hot mix asphalt paving from the edge of the new gutters to the original sawcut lines. Standard concrete gutter transitions will be constructed between the existing and new improvements.

Deliverables:

- ☐ Photographic documentation
- ☐ Engineer's Certification

Task 10: Construction Administration

This task includes managing contractor submittal reviews, answering requests for information, and issuing work directives, notices of non-compliance, and negotiating and reviewing change orders. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction report, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

During construction, County staff and/or a qualified consultant(s) will provide construction management and administration, including site inspections, quality control, testing, shop drawing review, contractor coordination, and progress review for payment.

Deliverables:

- ☐ Notice of Completion

Task 11: Educational Outreach

This task includes VCPWA conducting educational outreach to advertise project results and encourage use of permeable pavements in urban areas to treat runoff while recharging groundwater. The educational component of the project will include design and distribution of a project brochure (500 copies), design of a project poster, design of a project website, design and installation of "Clean Drain" curb markers (20 placards to be placed on curbs within the project area), one presentation at professional meeting and one at the general public meeting as well as distribution of educational outreach materials. In addition, after installation of the pervious gutters are completed, VCPWA will organize a Ribbon Cutting ceremony to be held in El Rio.

Deliverables:

- ☐ Educational Outreach Materials (brochure, poster, website, and "Clean Drain" curb marker)
- ☐ Presentation

PROJECT 5: GROUNDWATER REPLENISHMENT AND REUSE PROJECT

Implementing Agency: City of Oxnard (City)

Project Description: This project will construct an aquifer storage and recovery well (and related facilities) to inject 1,500 AFY of recycled water for non-potable and ultimately indirect potable reuse.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of the grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

Not applicable for this project.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 4: Assessment and Evaluation

This task includes the preparation of a Preliminary Hydrogeological Study, a preliminary analysis of the Groundwater Replenishment and Reuse Project, and an Indirect Potable Reuse (IPR) Engineering Report (required for permitting by the State Water Board). The hydrogeological study specifies exact depth, key design features, and exact location of the well.

Deliverables:

- ☐ IPR Engineering Report
- ☐ Preliminary Hydrogeological Study

Task 5: Design

This task includes the preparation of 100% design plans for the well construction and temporary wellhead facilities that will allow storage and recovery of Advanced Water Purification Facility (AWPF) production.

Deliverables:

- ☐ 100% Design Plans and Specifications

Task 6: Environmental Documentation

The task includes preparation and circulation of a Notice of Determination (including tribal notification to the California Native Heritage Commission), development and completion of an addendum to the Groundwater Recovery Enhancement and Treatment (GREAT) Program Environmental Impact Report, development and filing of a Notice of Completion with the State Clearinghouse, and preparation of a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- ☐ Addendum to the GREAT Program EIR
- ☐ Notice of Determination
- ☐ Tribal Notification
- ☐ No Legal Challenges Letter

Task 7: Permitting

This task includes securing a well-drilling permit for construction of well and Regional Water Quality Control Board Permits to allow injection of purified recycled water during aquifer testing and three months after operating the injection well with potable water.

Deliverables:

- ☐ Well drilling permit from the City of Oxnard
- ☐ Report of Waste Discharge Injection Permit from Regional Water Quality Control Board

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

The City will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

BUDGET CATEGORY (D): Construction/Implementation

Task 9: Construction Contracting

This task involves activities necessary to secure a contractor and award the contract including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- ☐ Bid documents
- ☐ Proof of Advertisement
- ☐ Award of contract
- ☐ Notice to proceed

Task 10: Construction

This task involves the project construction, including mobilization, demobilization, and site preparation, and any required AWWA and APWA performance testing. Construction includes:

- (1) Construction of aquifer storage and recovery well
- (2) Installation of approximately 200 linear feet of 18-inch piping and valves to connect the well to the existing recycled waterline
- (3) Installation of one nested monitoring well and two zone specific monitoring wells with dedicated sample pumps and pressure transducers
- (4) Equip site with temporary facilities to allow both storage and recovery testing. Temporary facilities include:
 - Temporary test pump equipment (line-shaft turbine pump)
 - Downhole control valve for aquifer storage testing

- Connecting the Contractor's pump to the stormwater discharge system with temporary piping and meter(s)
- Connecting the City's existing reclaimed water distribution system to the wellhead injection system

Deliverables:

- ☐ Photographic documentation
- ☐ Engineer's Certification
- ☐ Well logs

Task 11: Environmental Compliance during Construction

This task includes monitoring groundwater levels, groundwater quality, and groundwater responses to injection and recovery operations. This involves using monitoring equipment placed in wells. Submitting relevant data to permitting agencies. Tracking data relevant to project benefits, including data from meters, and sharing information with DWR and others via the grant reporting process. Use performance and monitoring data for setting criteria for the design of wellhead facilities.

Deliverables:

- ☐ Monitoring data to be included in quarterly reports
- ☐ Proof of submission of monitoring data to appropriate permitting agencies

Task 12: Construction Administration

This task includes managing contractor submittal reviews, answering requests for information, and issuing work directives, notices of non-compliance, and negotiating and reviewing change orders. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- ☐ Notice of Completion

PROJECT 6: LAKE CASITAS AERATION

Implementing Agency: Casitas Municipal Water District (Casitas)

Project Description: This project consists of the installation of an oxygenation system in Lake Casitas to improve water quality and ensure reliable potable water supply deliveries to western Ventura County. The project will add 64,000 AF of hypolimnion (bottom layer of lake water) with greater than 1 milligram per liter (mg/L) of dissolved oxygen and a 200 microgram per liter (µg/L) reduction in manganese.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with

partnering agencies, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

No land purchase or easement acquisition is necessary for project implementation.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 4: Assessment and Evaluation

This task includes the preparation of the Lake Casitas Water Quality Study. The study concluded that the existing aeration system was insufficient to address water quality conditions developing with lowering lake levels.

This task also includes the preparation of the Feasibility Study of a Hypolimnetic Oxygenation System for Lake Casitas as a follow up to the results from the Water Quality Study.

Deliverables:

- ☐ Lake Casitas Water Quality Study
- ☐ Feasibility Study of a Hypolimnetic Oxygenation System

Task 5: Design

The task includes the preparation of final plans and specifications for the diffuser and oxygen supply facility for the project, as well as any field surveys as needed for the design.

Deliverables:

- ☐ 100% Design Plans and Specifications

Task 6: Environmental Documentation

It is anticipated that this project will be Categorically Exempt because it is a minor alteration of an existing facility involving negligible expansion of use beyond what currently exists. This task includes efforts to prepare a Notice of Exemption and preparation of a letter stating no legal challenges (or addressing legal challenges).

The NEPA process is being addressed primarily through the United States Bureau of Reclamation (Reclamation) under this task.

Deliverables:

- ☐ Notice of Exemption
- ☐ NEPA Documents
- ☐ No Legal Challenges Letter

Task 7: Permitting

Based on sizing of similar facilities and discussions with potential air facility vendors, Casitas anticipates the project will disturb less than one acre and it will not be necessary to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance.

The project is located on federal property owned by Reclamation and managed by Casitas. This task includes efforts necessary to obtain the MP620 Permit issued for additions or alterations to Reclamation-owned conveyance and distribution facilities. This task cannot be completed until the NEPA process is completed.

Deliverables:

- ☐ MP620 permit

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Casitas will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

BUDGET CATEGORY (D): Construction/Implementation

Task 9: Construction Contracting

This task involves activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The diffuser and oxygen supply facility will be advertised in two bid packages using standard Casitas procedures.

Deliverables:

- ☐ Bid documents for each bid package
- ☐ Proof of Advertisement for each bid package
- ☐ Award of contract for each bid package
- ☐ Notice to proceed for each bid package

Task 10: Construction

This task involves the project construction, including mobilization, demobilization, and site preparation. Upon notice to proceed, construction of the diffuser and oxygen supply facility will occur simultaneously. Construction includes:

- (1) Installation of oxygen supply facility including foundations, fencing and pipe trench
- (2) Fabrication and installation of an oxygen flow control manifold
- (3) Installation of cryogenic equipment, including tank and vaporizers
- (4) Installation of electrical equipment
- (5) Shop assembly of the diffuser and on-site installation

Deliverables:

- ☐ Photographic documentation
- ☐ Engineer's Certification

Task 11: Environmental Compliance during Construction

This task includes California Department of Public Health mitigation measures for the protection of drinking water reservoirs will be in place during project construction.

Deliverables:

- ☐ Monitoring to be included in quarterly reports

Task 12: Construction Administration

This task includes Casitas staff and/or a qualified consultant(s) conducting construction management and administration including necessary inspection and oversight such as on-site inspection, material testing, project coordination, meetings, and verification of overall compliance with the contract plans and specifications.

Deliverables:

- ☐ Notice of Completion

PROJECT 7: SAN ANTONIO CREEK ARUNDO REMOVAL

Implementing Agency: Ojai Valley Land Conservancy (OVLC)

Project Description: This project will consist of arundo removal of 16 acres along the lower five miles of the San Antonio Creek, followed by 10 acres of revegetation with native species. This project will have a water savings of 320 AFY currently being used by invasive arundo and 10 acres of restored riparian habitat.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Project Administration

This task includes managing the grant agreement including compliance with grant requirements, preparation and submission of supporting grant documents, preparation of grant proposal, coordination with IRWM regional manager, County of Ventura, and preparing invoices including relevant supporting documentation for submittal to DWR via County of Ventura. Administrative responsibilities associated with the project, such as coordinating with partnering agencies, issuing and awarding bids, managing consultants/contractors and activities related to the preparation of the DWR grant agreement are also included.

Deliverables:

- ☐ Invoices

Task 2: Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- ☐ Proof of labor compliance upon request

Task 3: Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to Ventura County for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Ventura County for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Ventura County/ DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- ☐ Quarterly Project Progress Reports
- ☐ Draft and Final Project Completion Report

BUDGET CATEGORY (B): LAND PURCHASE/EASEMENT

No land purchase or easement acquisition is necessary for project implementation.

BUDGET CATEGORY (C): PLANNING/DESIGN/ENGINEERING AND ENVIRONMENTAL DOCUMENTATION

Task 4: Design

The task includes the preparation of a project implementation plan to prioritize treatment areas and identify areas that will be subject to revegetation efforts. The plan will also describe the methods to be used and a detailed schedule. The implementation plan will be the basis of a request for proposals (RFP) for arundo biomass removal and herbicide applications and any other services for which labor and service are to be contracted.

This task also includes the preparation of the Arundo Biomass Removal and Herbicide Treatment Methodology to be used during the implementation of the project.

Deliverables:

- ☐ RFP including Project Implementation Plan and Arundo Biomass Removal and Herbicide Treatment Methodology

Task 5: Environmental Documentation

The task includes preparation and circulation of a Notice of Preparation (including tribal notification to the California Native Heritage Commission), development and completion a Mitigated Negative Declaration, development of a filing Notice of Completion with State Clearinghouse, and preparation of a letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- ☐ Mitigated Negative Declaration
- ☐ Copy of Notice of Preparation
- ☐ Copy of Notice of Completion
- ☐ Tribal Notification
- ☐ No Legal Challenges Letter

Task 6: Permitting

This task includes efforts necessary to obtain several permits. Specifically, the project will require a Streambed Alteration Agreement from the California Department of Fish and Wildlife that describes the project, provides an assessment of potential environmental impacts, and lists avoidance measures to protect the environment. The OVLC will also obtain a Regional General Permit No. 41, which authorizes the removal of invasive exotic plants from waters of the United States, from the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act. For one small section of the project site, an encroachment permit will be required from the Ventura County Watershed Protection District.

Deliverables:

- ☐ Streambed Alteration Agreement
- ☐ Regional General Permit No. 41
- ☐ Encroachment Permit

Task 7: Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

OVLC will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- ☐ Project Monitoring Plan

BUDGET CATEGORY (D): Construction/Implementation

Task 8: Construction Contracting

This task involves activities necessary to secure a contractor and award the contract include: prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- ☐ Proof of Advertisement
- ☐ Award of contract
- ☐ Notice to proceed

Task 9: Construction

This task involves the project implementation, including mobilization, demobilization, and site preparation. Implementation includes:

Subtask 9.1: Mobilization and Site Preparation

- (1) Obtaining access agreements with private landowners for project access and staging areas on private properties.
- (2) Prep staging areas along the project area where equipment will be staged for the processing of removed biomass
- (3) Identify access sites, including those on private property (access granted via access agreements)
- (4) Project area survey of any special status species within two weeks of start of construction

Subtask 9.2: Project Construction:

Project construction is divided into two phases. Phase 1 is biomass removal and successful treatment of arundo. Phase 2 refers to the revegetation of selected sites with native riparian vegetation.

Phase 1 construction activities:

- (5) Removal of approximately 16 acres of existing arundo biomass using one of the following methods depending on the size of the plant and density of area infestation:
 - Small and scattered arundo canes - cut with handheld equipment and remove from the stream floodplain to desiccate. In some cases, canes on very small plants will be treated with a dilute foliar application of herbicide and the canes will be left in place so herbicide can translocate to the rhizomes
 - Larger plants and more dense infestations - remove with a mechanical masticator attachment affixed to a tractor or other piece of machinery. Biomass is ground into a mulch and left on-site to desiccate
- (6) For larger plants and infestations, once the biomass is masticated, the arundo is allowed to grow back to a height of four feet. This re-growth is treated with a dilute foliar application of herbicide up to four times. In areas with very large and dense infestations, removal of arundo biomass may be staged over more than one season in an effort to reduce impacts on certain listed bird species.

Phase 2 construction activities:

- (7) Revegetate approximately 10 acres of project area with native riparian vegetation where arundo removal has left large gaps in native riparian vegetation. Areas to be identified in design phase. Revegetation efforts will consist of installation of native plants from one gallon sized potted stock and live cuttings from native riparian vegetation. The planting density will be on three feet centers for shrubs and ten feet centers for trees. A plant palette will be prepared in the restoration plan consisting of plants found along riparian corridors near the planting sites. Plant stock will be a combination of locally collected live cuttings of willow and mule fat, as well as potted stock grown under contract by a commercial grower. Plant source material will be from Ventura County.
- (8) An irrigation system will be installed in planted areas to ensure plants survive until sufficient rain is received for plants to become "established" (no longer dependent on irrigation). Irrigation system will consist of PVC pipe and appropriate valves, junctions, and hoses. Irrigation will be done primarily by hand-watering to ensure sufficient water is delivered to each plant. Plants will also be mulched with wood chips to help prevent weeds and soil erosion while keeping soil moisture high. Regular monitoring will determine how the project is maturing and will result in remedial actions if project goals are not being met. Remedial actions include changes in irrigation and weed management regimes, as well as re-planting.

Subtask 9.3 Performance Testing and Demobilization:

- (9) Removal of irrigation system from site.

Deliverables:

- ☐ Photographic documentation
- ☐ Access Agreements

Task 10: Environmental Compliance during Construction

Activity under this task will include reports to permitting agencies to confirm compliance with permit requirements.

Deliverables:

- ☐ Permit compliance reports for each permit

Task 11: Construction Administration

This task includes activities such as cost tracking, processing invoices, making payments, and addressing potential contract amendments. In addition, field inspections of contracted work will be undertaken regularly to ensure contracted work is progressing on schedule and according to plan specifications.

Deliverables:

- ☐ Notice of Completion

PROJECT 8: GRANT AGREEMENT ADMINISTRATION

Implementing Agency: County of Ventura (Ventura)

Project Description: The Regional Water Management Group, authorized County of Ventura to act as the applicant and the grant manager for the Proposition 84, IRWM 2014 Drought Grant.

Ventura will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for quarterly progress reports from individual project managers, assembling and submitting quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

BUDGET CATEGORY (A): DIRECT PROJECT ADMINISTRATION

Task 1: Agreement Administration

Ventura will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement. This task also includes the preparation and submittal of the grant proposal.

Task 2: Invoicing

Ventura will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Task 3: Reporting

Ventura will be responsible for compiling quarterly progress reports for submittal to DWR. Ventura will coordinate with project proponent staff to retain consultants as needed to prepare and submit quarterly progress reports and submit project completion reports for each project, as well as prepare and submit the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement.

Deliverables:

- ☐ Invoices and associated backup documentation
- ☐ Quarterly Progress Reports
- ☐ Draft and Final Project Completion Reports
- ☐ Draft and Final Grant Completion Report

**EXHIBIT B
BUDGET**

All work in the scope is part of the agreement and must be completed prior to the payment of retention; however, only costs and supporting documentation for the Funding Match and Grant Amount will be reviewed by DWR. It is still the Grantee's responsibility to maintain records of the Additional Cost Share.

Summary Budget					
Project	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost	% Funding Match
(1) Ventura County Agricultural Water Use Efficiency Program	\$1,682,420	\$323	\$0	\$1,682,743	0%
(2) Salinity Management Pipeline, Phase 2D	\$1,848,750	\$3,167,889	\$2,716,086	\$7,732,725	41%
(3) Pleasant Valley Well	\$887,400	\$414,000	\$194,643	\$1,496,043	28%
(4) El Rio Retrofits for Groundwater Recharge	\$948,501	\$320,667	\$0	\$1,269,168	25%
(5) Groundwater Replenishment and Reuse Project	\$1,109,250	\$475,750	\$145,050	\$1,730,050	27%
(6) Lake Casitas Aeration	\$877,772	\$394,460	\$180,374	\$1,452,606	27%
(7) San Antonio Creek Arundo Removal	\$883,272	\$0	\$298,622	\$1,181,894	0%
(8) Grant Agreement Administration	\$116,650	\$0	\$0	\$116,650	0%
Grand Total	\$8,354,015	\$4,773,089	\$3,534,775	\$16,661,879	29%

Project 1 – Ventura County Agricultural Water Use Efficiency Program				
Budget Category	Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a) Direct Project Administration	\$107,920	\$323	\$0	\$108,243
(b) Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c) Planning/ Design/ Engineering/ Environmental Documentation	\$50,000	\$0	\$0	\$50,000
(d) Construction/ Implementation	\$1,524,500	\$0	\$0	\$1,524,500
TOTAL	\$1,682,420	\$323	\$0	\$1,682,743

Project 2 – Salinity Management Pipeline, Phase 2D					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$0	\$77,325	\$77,325
(b)	Land Purchase/ Easements	\$0	\$352,759	\$0	\$352,759
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$815,130	\$0	\$815,130
(d)	Construction/ Implementation	\$1,848,750	\$2,000,000	\$2,638,761	\$6,487,511
TOTAL		\$1,848,750	\$3,167,889	\$2,716,086	\$7,732,725

Source of Cost Share: Calleguas Municipal Water District Capital Improvement Funds

Project 3 – Pleasant Valley Well					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$0	\$25,043	\$25,043
(b)	Land Purchase/ Easements	\$0	\$0	\$107,000	\$107,000
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$100,000	\$114,000	\$0	\$214,000
(d)	Construction/ Implementation	\$787,400	\$300,000	\$62,600	\$1,150,000
TOTAL		\$887,400	\$414,400	\$194,643	\$1,496,043

Source of Cost Share: Camrosa Water District Capital Improvement Funds

Project 4 – El Rio Retrofits for Groundwater Recharge					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$50,756	\$0	\$50,756
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$146,545	\$0	\$146,545
(d)	Construction/ Implementation	\$948,501	\$123,366	\$0	\$1,071,867
TOTAL		\$948,501	\$320,667	\$0	\$1,269,168

Source of Cost Share: County of Ventura District Capital Improvement Funds

Project 5 – Groundwater Replenishment and Reuse Project					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$0	\$70,050	\$70,050
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$175,000	\$75,000	\$250,000
(d)	Construction/ Implementation	\$1,109,250	\$300,750	\$0	\$1,410,000
TOTAL		\$1,109,250	\$475,750	\$145,050	\$1,730,050

Source of Cost Share: Wastewater revenues for City of Oxnard

Project 6 – Lake Casitas Aeration					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$0	\$0	\$52,733	\$52,733
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$0	\$127,641	\$127,641
(d)	Construction/ Implementation	\$877,772	\$394,460	\$0	\$1,272,232
TOTAL		\$877,772	\$394,460	\$180,374	\$1,452,606

Source of Cost Share: Casitas Municipal Water District Capital Budget

Project 7 – San Antonio Creek Arundo Removal					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$64,574	\$0	\$4,000	\$68,574
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$52,650	\$0	\$14,980	\$67,630
(d)	Construction/ Implementation	\$766,048	\$0	\$279,642	\$1,045,690
TOTAL		\$883,272	\$0	\$298,622	\$1,181,894

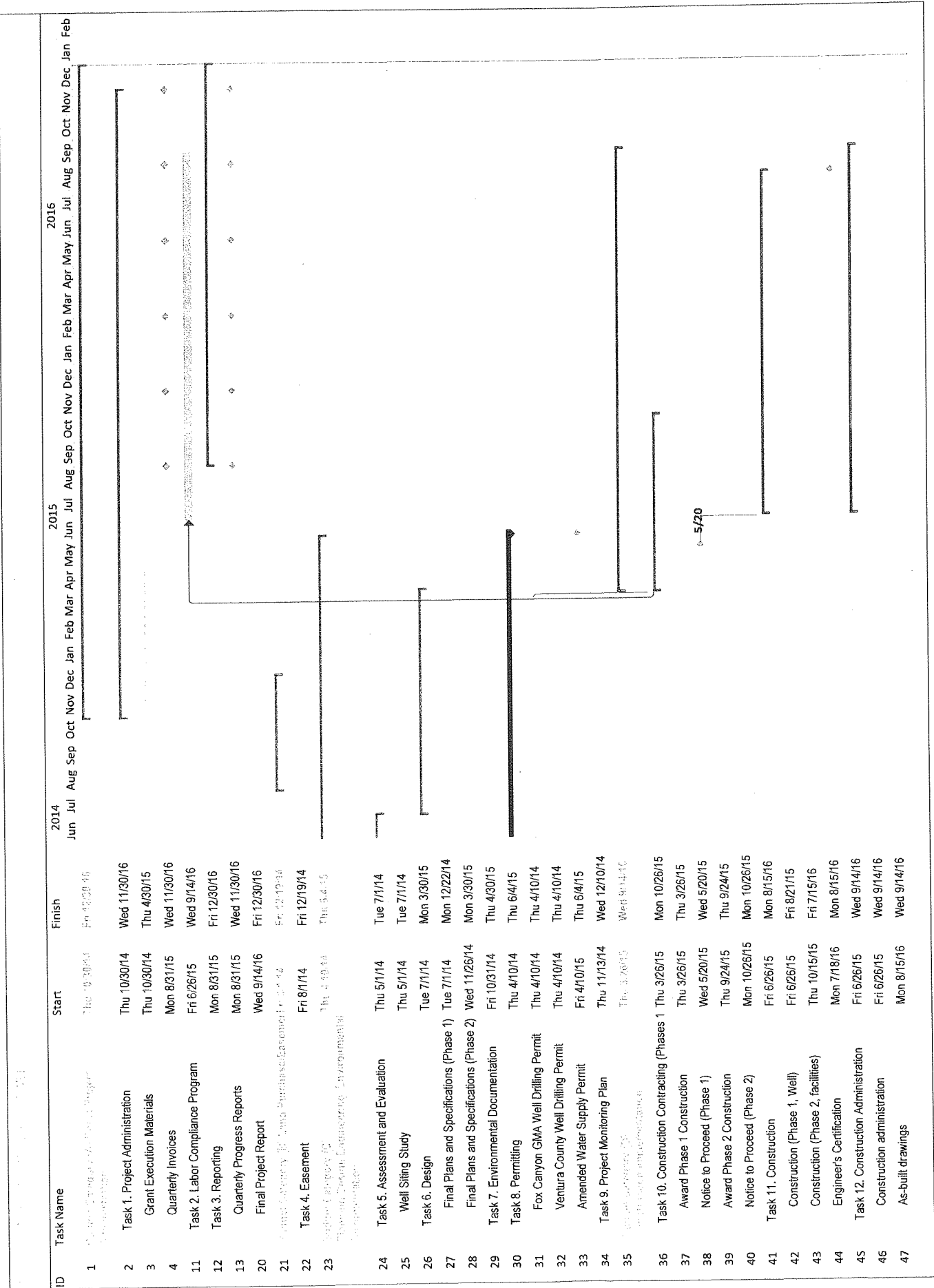
Source of Cost Share: Ojai Valley Conservancy Project Funds

Project 8 – Grant Agreement Administration					
Budget Category		Grant Amount	Cost Share: Non-State Fund Source (Funding Match)	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$116,650	\$0	\$0	\$116,650
(b)	Land Purchase/ Easements	\$0	\$0	\$0	\$0
(c)	Planning/ Design/ Engineering/ Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction/ Implementation	\$0	\$0	\$0	\$0
TOTAL		\$116,650	\$0	\$0	\$116,650

EXHIBIT C
SCHEDULE

ID	Task Name	Start	Finish
1	Project Preparation (Pilot)	Thu 8/30/17	Thu 9/20/17
2	Task 1. Project Administration	Thu 10/30/14	Wed 5/31/17
3	Quarterly Invoices	Mon 8/31/15	Wed 5/31/17
12	Grant Execution Materials	Thu 10/30/14	Thu 4/30/15
13	Task 2. Labor Compliance Prog	Mon 8/31/15	Fri 3/31/17
14	Task 3. Reporting	Mon 8/31/15	Thu 8/31/17
15	Quarterly Progress Reports	Mon 8/31/15	Wed 5/31/17
24	Final Project Report	Wed 5/31/17	Thu 8/31/17
25	Laboratory Analysis	Mon 8/31/15	Mon 8/31/17
26	Survey Category - C1 Survey Designing Meeting for the project Documentation	Mon 8/31/15	Thu 10/1/15
27	Task 4. Project Monitoring Plan	Mon 6/1/15	Tue 9/1/15
28	Task 5. Design	Mon 6/1/15	Tue 9/1/15
29	Devl. Outreach Plan	Mon 6/1/15	Tue 9/1/15
30	Devl. Survey and Selection Critr	Mon 6/1/15	Tue 9/1/15
31	Devl. Agreement Template	Mon 6/1/15	Tue 9/1/15
32	Define Methods for Evaluat	Mon 6/1/15	Tue 9/1/15
33	Task 6. Environmental Documentation	Mon 6/1/15	Thu 10/1/15
34	Task 7. Implementation	Mon 8/31/15	Fri 3/31/17
35	Survey and Evaluation of Potential Participants	Tue 9/1/15	Thu 9/1/16
37	Select Participants and Execute Agreements	Thu 10/1/15	Thu 9/1/16
38	Pre-BMP Evaluations	Mon 8/31/15	Wed 2/1/17
39	Post-BMP Evaluations	Fri 1/1/16	Fri 3/31/17

ID	Task Name	Start	Finish	2014				2015				2016			
				Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	Task 1. Project Administration	Thu 10/30/14	Wed 11/30/16												
2	Grant Execution Materials	Thu 10/30/14	Thu 4/30/15												
3	Quarterly Invoices	Mon 8/31/15	Wed 11/30/16												
4	Task 2. Labor Compliance Program	Fri 5/22/15	Mon 8/22/16												
11	Task 3. Reporting	Mon 8/31/15	Tue 2/28/17												
12	Quarterly Progress Reports	Mon 8/31/15	Wed 11/30/16												
13	Final Project Report	Wed 11/30/16	Tue 2/28/17												
20	Task 4. Land Acquisition	Thu 11/11/14	Tue 11/11/14												
21	Task 5. Assessment and Evaluation	Fri 11/13/09	Fri 2/13/15												
22	Preliminary Design Report	Fri 11/13/09	Wed 4/28/10												
25	Initial Site Assessment	Fri 7/18/14	Thu 8/14/14												
26	Preliminary Site Investigation	Mon 9/15/14	Fri 11/14/14												
27	Contaminated Materials Management Plan	Mon 11/24/14	Fri 2/13/15												
28	Task 6. Design	Mon 11/15/12	Mon 11/13/14												
29	Task 7. Environmental Documentation	Wed 10/21/13	Tue 4/29/14												
30	CEQA EIR	Wed 10/21/13	Tue 4/22/14												
31	Adoption of CEQA EIR	Tue 4/29/14	Tue 4/29/14												
32	Task 8. Permitting	Tue 4/1/14	Thu 2/19/15												
33	CalTrans Encroachment Permit	Mon 6/30/14	Wed 2/18/15												
34	Watershed Protection Dist.	Mon 6/16/14	Thu 2/19/15												
35	General Coverage Stormwater	Tue 4/1/14	Fri 11/14/14												
36	General Coverage Test	Wed 4/1/14	Fri 10/24/14												
37	Task 9. Project Monitoring	Fri 3/14/08	Wed 11/13/13												
38	Task 10. Construction Contract	Thu 2/19/15	Fri 5/22/15												
39	Construction Contracting	Thu 2/19/15	Fri 5/22/15												
40	Notice to Proceed	Fri 5/22/15	Fri 5/22/15												
41	Task 11. Construction	Fri 5/22/15	Mon 9/5/16												
42	Construction	Fri 5/22/15	Mon 8/22/16												
43	Engineer's Certification	Mon 8/22/16	Mon 9/5/16												
44	Task 12. Environmental Compliance during	Fri 5/22/15	Mon 8/22/16												
45	Task 13. Construction Administration	Fri 5/22/15	Tue 9/27/16												
46	Construction Administrator	Fri 5/22/15	Mon 8/22/16												
47	Record Drawings	Tue 8/23/16	Tue 9/27/16												



GRANT AGREEMENT NO. 4600010881 - WYOMING WATERSHED RECHARGE

		2015												2016											
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct					
ID	Task Name	Start	Finish																						
1	Project Summary (A) Direct Project Administration	Fri 10/31/14	Fri 9/30/16																						
2	Task 1. Project Administration	Fri 10/31/14	Wed 8/31/16																						
3	Grant Execution Materials	Fri 10/31/14	Thu 4/30/15																						
4	Quarterly Invoices	Mon 8/31/15	Wed 8/31/16																						
10	Task 2. Labor Compliance Program	Thu 7/9/15	Mon 2/29/16																						
11	Task 3. Reporting	Mon 8/31/15	Fri 9/30/16																						
12	Quarterly Progress Reports	Mon 8/31/15	Wed 8/31/16																						
18	Final Project Report	Thu 6/30/16	Fri 9/30/16																						
19	Vendor Invoices (B) and Purchase Orders																								
20	Project Summary (C) Planning/Design/Engineering Environmental Documentation	Thu 5/1/14	Wed 7/1/15																						
21	Task 4. Assessment and Evaluation	Thu 5/1/14	Wed 7/1/15																						
22	Project Monitoring Plan	Mon 11/3/14	Wed 7/1/15																						
23	Topographic Survey	Mon 11/3/14	Tue 12/30/14																						
24	Geotechnical Analysis	Thu 5/1/14	Mon 6/30/14																						
25	Hydrology and Hydraulics Report	Mon 11/3/14	Fri 1/30/15																						
26	Task 5. Design	Thu 5/1/14	Fri 1/30/15																						
27	Task 6. Environmental Documentation	Mon 9/1/14	Fri 11/28/14																						
28	Task 7. Permitting	Mon 12/1/14	Tue 1/20/15																						
29	Ventura Co. Encroachment Permit	Mon 12/1/14	Tue 1/20/15																						
30	Vendor Invoices (D) Project Administration	Tue 1/20/15	Thu 5/30/16																						
31	Task 8. Construction Contracting	Tue 1/20/15	Wed 7/8/15																						
32	Contracting	Tue 1/20/15	Wed 7/8/15																						
33	Notice to Proceed	Wed 7/8/15	Wed 7/8/15																						
34	Task 9. Construction	Thu 7/9/15	Mon 2/29/16																						
35	Construction	Thu 7/9/15	Wed 12/30/15																						
36	Engineer's Certification	Mon 1/4/16	Mon 2/29/16																						
37	Task 10. Construction Administration	Thu 7/9/15	Mon 2/29/16																						
38	Task 11. Educational Outreach	Wed 7/1/15	Thu 6/30/16																						

ATTACHMENT NO. /
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PROJECT 3 LAKE CASITAS AERATION

ID	Task Name	Start	Finish	2013				2014				2015			
				Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
1	Project Category (A) Direct Project Administration	Thu 10/30/14	Fri 2/26/15												
2	Task 1. Project Administration	Mon 8/31/15	Fri 1/29/16												
3	Grant Execution Materials	Thu 10/30/14	Thu 4/30/15												
4	Quarterly Invoices	Mon 8/31/15	Mon 11/30/15												
7	Task 2. Labor Compliance Prog	Fri 5/1/15	Mon 10/26/15												
8	Task 3. Reporting	Mon 8/31/15	Fri 2/26/16												
9	Quarterly Progress Reports	Mon 8/31/15	Mon 11/30/15												
12	Final Project Report	Mon 12/7/15	Fri 2/26/16												
13	Project Category (C) Design/Engineering/ Environmental Documentation	Mon 9/10/12	Wed 4/15/15												
14	Task 4. Assessment and Evalua	Mon 9/10/12	Mon 9/23/13												
15	Lake Casitas Water Quality	Mon 9/10/12	Fri 3/22/13												
16	Feasibility Study for Hypolimnetic Oxygenation	Mon 5/13/13	Mon 9/23/13												
17	Task 5. Design	Mon 9/10/12	Wed 12/17/14												
18	Task 6. Environmental Documentation	Wed 10/1/14	Tue 11/25/14												
19	Task 7. Permitting	Thu 10/16/14	Wed 4/15/15												
20	Task 8. Project Monitoring Plan	Wed 10/1/14	Tue 10/28/14												
21	Project Category (D) Construction Implementation	Thu 12/18/14	Mon 12/7/15												
22	Task 9. Construction Contractin	Thu 12/18/14	Tue 3/10/15												
23	Contracting Diffuser	Thu 12/18/14	Tue 3/10/15												
24	Notice to Proceed Diffuser	Tue 3/10/15	Tue 3/10/15												
25	Contracting Oxygen Facility	Thu 12/18/14	Tue 3/10/15												
26	Notice to Proceed Ox Facility	Tue 3/10/15	Tue 3/10/15												
27	Task 10. Construction	Fri 5/1/15	Mon 12/7/15												
28	Diffuser Construction	Fri 5/1/15	Mon 10/26/15												
29	Oxygen Facility Construction	Fri 5/1/15	Mon 10/26/15												
30	Engineer's Certification	Tue 10/27/15	Mon 12/7/15												
31	Task 11. Environmental Compliance during	Fri 5/1/15	Mon 10/26/15												
32	Task 12. Construction Administ	Fri 5/1/15	Mon 10/26/15												

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APPENDIX 4 GRANT AGREEMENT ADMINISTRATION

Task Name	Start	Finish	2014				2015				2016				2017				2018				2019			
			Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Task 1. Agreement Administration	Thu 5/1/14	Fri 5/31/19																								
Grant Execution Materials	Thu 10/30/14	Thu 4/30/15																								
Task 2. Invoicing	Mon 8/31/15	Fri 11/29/19																								
Quarterly Invoices	Mon 8/31/15	Fri 11/29/19																								
Task 3. Reporting	Mon 8/31/15	Mon 3/2/20																								
Quarterly Progress Reports	Mon 8/31/15	Fri 11/29/19																								
Grant Completion Report	Mon 12/2/19	Mon 3/2/20																								

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:
Environmental Information: <http://ceres.ca.gov/ceqa/>
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
 - d) Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2018 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part

thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
AUTHORIZING RESOLUTION

**A RESOLUTION OF THE VENTURA COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY EXECUTIVE OFFICER, OR DESIGNEE, TO SUBMIT A PROPOSITION 84
IRWM IMPLEMENTATION DROUGHT GRANT APPLICATION TO THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

Whereas, in November 2006, the California electorate approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), which included funding for implementation grants for regions that had an adopted Integrated Regional Water Management (IRWM) Plan; and

Whereas, in March 2014, Senate Bill 104 gave direction for an expedited 2014 IRWM Drought Grant Solicitation; and

Whereas, the Watersheds Coalition of Ventura County (WCVC) was formed by resolution and/or memoranda of agreements with local jurisdictions and/or agencies; and

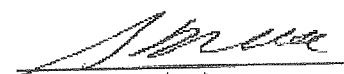
Whereas, in the fall of 2006, WCVC stakeholders adopted the Watersheds Coalition of Ventura County IRWM Plan; and

Whereas, the County of Ventura was authorized, designated and requested by the Watersheds Coalition of Ventura County to file an application for the Proposition 84 2014 IRWM Drought Grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Ventura, hereby;

1. Approves the filing of an application to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Drought Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*) and Senate Bill 104, and entry into an agreement to receive a grant for the implementation of Watersheds Coalition of Ventura County Integrated Regional Water Management Plan.
2. Authorizes and directs the County Executive Officer, or designee, of the County of Ventura to prepare the necessary data, conduct investigations, file such application as necessary to enter into and execute a grant agreement with the California Department of Water Resources.

Upon motion of Supervisor Long, seconded by Supervisor Bennett,
and duly carried, the Board hereby adopts this resolution on June 17, 2014.


Steve Bennett, Chair
Board of Supervisors

ATTEST:
MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: Michelle Bort
Deputy Clerk of the Board

EXHIBIT F
LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Ventura County Agricultural Water Use Efficiency Program	Ventura County Watershed Protection District	Ventura County Government Center Hall of Administration 800 South Victoria Avenue Ventura, CA 93009
Salinity Management Pipeline, Phase 2D	Calleguas Municipal Water District	2100 Olsen Road Thousand Oaks, CA 91360-6800
Pleasant Valley Well	Camrosa Water District	7385 Santa Rosa Road Camarillo, CA 93012-9284
El Rio Retrofits for Groundwater Recharge	Ventura County Public Works Agency	Ventura County Government Center Hall of Administration 800 South Victoria Avenue Ventura, CA 93009
Groundwater Replenishment and Reuse Project	City of Oxnard	Public Works Administration City Hall 305 West Third Street – Third Floor Oxnard, CA 93030
Lake Casitas Aeration	Casitas Municipal Water District	1055 Ventura Avenue Oak View, CA 93022
San Antonio Creek Arundo Removal	Ojai Valley Land Conservancy	370 W. Baldwin Road Ojai, CA 93024

EXHIBIT G
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

Executive Summary

Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.

- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

Additional Information

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

Executive Summary

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

Reports and/or products

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

Cost & Disposition of Funds Information

- A summary of final funds disbursement for each project.

Additional Information

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the

integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.

- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

Reports and/or products

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

EXHIBIT H
REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Surface and Groundwater Quality Data

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:
<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:
http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

Groundwater Level Data

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT I
STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES
FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

Funding Match Guidelines

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
 - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
 - f. If multiple sources exist, these should be summarized on a table with summed charges
 - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

EXHIBIT J
PROJECT MONITORING PLAN GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement...)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

Budget

Table 2
Cost by Local Project Sponsor

Local Sponsor	Ventura County Agricultural WUE Program	Salinity Management Pipeline, Phase 2D	Pleasant Valley Well No. 2	El Rio Retrofits for Groundwater Recharge	Groundwater Replenishment and Recharge Project	Lake Castias Aeration	San Antonio Creek Arundo Removal	Total All Components
Year 1 Total	\$ 28,512.95	\$ 31,338.97	\$ 15,042.71	\$ 16,079.00	\$ 18,803.38	\$ 14,880.11	\$ 14,972.88	\$ 139,630.00
Year 2 Total	\$ 17,524.26	\$ 19,261.15	\$ 9,245.35	\$ 9,882.26	\$ 11,556.69	\$ 6,660.45	\$ 9,202.43	\$ 83,332.60
Year 3 Total	\$ 2,930.72	\$ 3,221.19	\$ 1,546.17	\$ 1,652.69	\$ 16,209.92	\$ -	\$ 18,591.44	\$ 51,289.90
Year 4 Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,016.30	\$ 18,016.30
Year 5 Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,662.40	\$ 17,662.40
Total Each Component*	\$ 48,967.92	\$ 53,821.32	\$ 25,834.23	\$ 27,613.95	\$ 46,570.00	\$ 21,540.56	\$ 78,445.45	\$ 309,931.20
Less Grant funds Allocated by DWR to Project Administration**	\$ 23,500.00	\$ 26,250.00	\$ 12,600.00	\$ 13,500.00	\$ 15,750.00	\$ 12,500.00	\$ 12,550.00	\$ 116,650.00
Estimated Collection by Ventura County	\$ 25,467.92	\$ 27,571.32	\$ 13,234.23	\$ 14,113.95	\$ 30,820.00	\$ 9,040.56	\$ 65,895.45	\$ 193,281.20

* This row represents the estimated cost for grant administration by project based on grant amount and project schedule.
 ** DWR allocated grant money from each project to a separate project administration budget and this is reflected in this row

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program _____
Manager: Rydberg

Date: July 12, 2015
Phone: 385-8055

Reason for Appropriation:

To appropriate funds from the Water Operating fund and recognize Prop. 84 Grant to Project 116505, GREAT ASR Wells, to fund construction of the test well.

Accounts and Descriptions

AMOUNT

Fund: **Water Operating Fund (601)**

Expenditures/Transfers Out

GREAT ASR Wells Project 116505

601-6551-821.86-04 Construction	470,800
601-6551-821.82-09 Prof Services/Project AdminConstruction	100,000
601-6551-801.80-01 Direct labor/Engineering	50,000

Sub-total Expenditures 620,800

Net Change to Fund Balance **620,800**

Net Appropriation Change **620,800**

Fund: **Grant Fund (179)**

Revenues/Transfers In

179-6554-532.72-31 STATE / LOCAL SOURCES / STATE GRANT REVENUES	1,109,250
---	-----------

Expenditures/Transfers Out

GREAT ASR Wells Project 116505

179-6551-821.86-04 Construction	1,009,250
179-6551-821.82-09 Prof Services/Project AdminConstruction	50,000
179-6551-801.80-01 Direct labor/Engineering	50,000

Sub-total Expenditures 1,109,250

Net Change to Fund Balance **0**

Net Appropriation Change **1,109,250**

Approvals

Department Director Mr. Daniel G. M.

Chief Financial Officer Campbell

City Manager [Signature]

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment 3
Page 1 of 1



Meeting Date: 07/28/ 15

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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director *DRM* Agenda Item No. L-4
 Reviewed By: City Manager *JM* City Attorney *JBB* Finance *JVC* Utilities *DRM*

DATE: July 15, 2015

TO: City Council

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

SUBJECT: Approval of Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7812) for UD15-09- South Bank Neighborhood Street Resurfacing Project

RECOMMENDATION

That City Council award contract A-7812 to the responsible and responsive bidder, All American Asphalt, in the amount of \$911,020 for UD15-South Bank Neighborhood Street Resurfacing Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

On April 28, 2015, the City Council approved project specifications and the request to conduct a public bid. The first advertisement for the public bid was on May 28, 2015. The public bid process started on June 1, 2015 and closed with a public bid opening on July 1, 2015. City Procurement received five (5) bids as follows:

All American Asphalt	\$911,020.00
Toro Enterprises, Inc.	942,371.90
Granite Construction	964,714.70
Handy and Harper, Inc.	1,044,000.00
CA Rasmussen	1,059,649.00

Department staff agrees with the award of this contract following receipt of procurement review of all documentation received, including checks of required licenses, registration of contractor and subcontractor with State of California Department of Industrial Relations (DIR); checks with Occupational Safety & Health Administration (OSHA) web site for records for debarment, and any labor compliance issues. The bid received from All American Asphalt has been found to be a responsible and responsive bid.

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7812)
for UD15-09-So. Bank Neighborhood Street Resurfacing Project
July 15, 2015
Page 2

Engineer's Estimate of Costs:

Contract Cost	\$911,020
Contract Contingencies	91,102
City Labor	<u>45,000</u>
Project Total	\$1,047,122

FINANCIAL IMPACT

Funding for work under this contract will be funded from the 2014 Lease Revenue Bond Proceeds Fund 314 budgeted to South Bank Resurfacing Project 153111.

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – All American Asphalt
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid

UD15-09-South Bank Neighborhood Street Resurfacing																							
Owner: City of Oxnard																							
Bid Opening: 07/01/15																							
Item #	Item Description	Quantity	Unit of Measure	All American Asphalt		Toro Enterprises, Inc.		Granite Construction		Hardy and Harper, Inc.		CA Rasmussen											
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price								
* marks an allowance																							
1	LS	1	LS	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00	\$50,750.00	\$50,750.00	\$37,000.00	\$37,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00						
2	LS	1	LS	\$40,920.00	\$40,920.00	\$18,500.00	\$18,500.00	\$43,723.00	\$43,723.00	\$76,000.00	\$76,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00						
3	LS	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$7,700.00	\$7,700.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00						
4	SY	9000	SY	\$1,950	\$17,550.00	\$160	\$14,400.00	\$170	\$15,300.00	\$334	\$33,340.00	\$370	\$37,000.00	\$370	\$37,000.00	\$370	\$37,000.00						
5	CY	150	CY	\$75.00	\$11,250.00	\$65.00	\$9,750.00	\$47.00	\$7,050.00	\$88.00	\$13,200.00	\$55.00	\$8,250.00	\$55.00	\$8,250.00	\$55.00	\$8,250.00						
6	TONS	110	TONS	\$80.00	\$8,800.00	\$65.00	\$7,150.00	\$45.00	\$4,950.00	\$63.00	\$6,930.00	\$59.00	\$6,490.00	\$59.00	\$6,490.00	\$59.00	\$6,490.00						
7	TONS	350	TONS	\$145.00	\$50,750.00	\$145.00	\$50,750.00	\$105.00	\$36,750.00	\$150.00	\$52,500.00	\$150.00	\$52,500.00	\$150.00	\$52,500.00	\$150.00	\$52,500.00						
8	TONS	105	TONS	\$145.00	\$15,225.00	\$170.00	\$17,850.00	\$105.00	\$11,025.00	\$150.00	\$15,750.00	\$200.00	\$21,000.00	\$200.00	\$21,000.00	\$200.00	\$21,000.00						
9	SY	32810	SY	\$4.25	\$139,442.50	\$4.06	\$133,208.60	\$3.92	\$128,615.20	\$4.11	\$134,849.10	\$4.70	\$154,207.00	\$4.70	\$154,207.00	\$4.70	\$154,207.00						
10	TONS	2500	TONS	\$97.00	\$242,500.00	\$90.00	\$225,000.00	\$110.00	\$275,000.00	\$88.88	\$222,200.00	\$106.00	\$265,000.00	\$106.00	\$265,000.00	\$106.00	\$265,000.00						
11	LS	1	LS	\$35,000.00	\$35,000.00	\$54,000.00	\$54,000.00	\$35,497.00	\$35,497.00	\$77,853.90	\$77,853.90	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00						
12	SY	107000	SY	\$1.45	\$155,150.00	\$1.80	\$192,600.00	\$1.72	\$184,040.00	\$1.96	\$209,720.00	\$2.20	\$235,400.00	\$2.20	\$235,400.00	\$2.20	\$235,400.00						
13	SF	60	SF	\$20.00	\$1,200.00	\$35.00	\$2,100.00	\$17.00	\$1,020.00	\$20.00	\$2,000.00	\$44.00	\$2,640.00	\$44.00	\$2,640.00	\$44.00	\$2,640.00						
14	SF	4120	SF	\$6.25	\$25,750.00	\$7.00	\$28,840.00	\$12.00	\$49,440.00	\$8.00	\$32,960.00	\$9.00	\$37,080.00	\$9.00	\$37,080.00	\$9.00	\$37,080.00						
15	LF	400	LF	\$63.00	\$25,200.00	\$69.00	\$27,600.00	\$43.00	\$17,200.00	\$69.00	\$27,600.00	\$46.00	\$18,400.00	\$46.00	\$18,400.00	\$46.00	\$18,400.00						
16	SF	120	SF	\$20.00	\$2,400.00	\$20.00	\$2,400.00	\$40.00	\$4,800.00	\$15.00	\$1,800.00	\$16.00	\$1,920.00	\$16.00	\$1,920.00	\$16.00	\$1,920.00						
17	LF	500	LF	\$28.00	\$14,000.00	\$24.00	\$12,000.00	\$19.00	\$9,500.00	\$20.00	\$10,000.00	\$41.00	\$20,500.00	\$41.00	\$20,500.00	\$41.00	\$20,500.00						
18	EA	18	EA	\$700.00	\$12,600.00	\$875.00	\$15,750.00	\$650.00	\$11,700.00	\$950.00	\$17,100.00	\$1,000.00	\$18,000.00	\$1,000.00	\$18,000.00	\$1,000.00	\$18,000.00						
19	EA	44	EA	\$300.00	\$13,200.00	\$450.00	\$19,800.00	\$480.00	\$21,120.00	\$375.00	\$16,500.00	\$400.00	\$17,600.00	\$400.00	\$17,600.00	\$400.00	\$17,600.00						
20	EA	6	EA	\$450.00	\$2,700.00	\$650.00	\$3,900.00	\$480.00	\$2,880.00	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00						
21	EA	20	EA	\$160.00	\$3,200.00	\$159.00	\$3,180.00	\$161.00	\$3,220.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00						
22	EA	6	EA	\$160.00	\$960.00	\$159.00	\$954.00	\$161.00	\$966.00	\$200.00	\$1,200.00	\$150.00	\$900.00	\$150.00	\$900.00	\$150.00	\$900.00						
23	EA	6	EA	\$160.00	\$960.00	\$159.00	\$954.00	\$161.00	\$966.00	\$260.00	\$1,560.00	\$150.00	\$900.00	\$150.00	\$900.00	\$150.00	\$900.00						
24	EA	6	EA	\$160.00	\$960.00	\$159.00	\$954.00	\$161.00	\$966.00	\$200.00	\$1,200.00	\$150.00	\$900.00	\$150.00	\$900.00	\$150.00	\$900.00						
25	EA	18	EA	\$65.00	\$1,170.00	\$64.00	\$1,152.00	\$65.00	\$1,170.00	\$250.00	\$4,500.00	\$60.00	\$1,080.00	\$60.00	\$1,080.00	\$60.00	\$1,080.00						
26	EA	6	EA	\$65.00	\$390.00	\$64.00	\$384.00	\$65.00	\$390.00	\$100.00	\$600.00	\$60.00	\$360.00	\$60.00	\$360.00	\$60.00	\$360.00						
27	LF	460	LF	\$3.50	\$1,610.00	\$3.20	\$1,472.00	\$3.20	\$1,472.00	\$2.50	\$1,150.00	\$3.00	\$1,380.00	\$3.00	\$1,380.00	\$3.00	\$1,380.00						
28	LF	440	LF	\$3.50	\$1,540.00	\$3.20	\$1,408.00	\$3.20	\$1,408.00	\$2.50	\$1,100.00	\$3.00	\$1,320.00	\$3.00	\$1,320.00	\$3.00	\$1,320.00						
29	LF	1510	LF	\$0.75	\$1,132.50	\$0.65	\$981.50	\$0.65	\$981.50	\$0.50	\$755.00	\$0.60	\$906.00	\$0.60	\$906.00	\$0.60	\$906.00						
30	LF	2240	LF	\$1.50	\$3,360.00	\$1.32	\$2,956.80	\$1.35	\$3,024.00	\$1.10	\$2,464.00	\$1.30	\$2,912.00	\$1.30	\$2,912.00	\$1.30	\$2,912.00						
31	LF	160	LF	\$1.50	\$240.00	\$1.40	\$224.00	\$1.40	\$224.00	\$3.00	\$480.00	\$1.30	\$208.00	\$1.30	\$208.00	\$1.30	\$208.00						
32	LF	4480	LF	\$0.75	\$3,360.00	\$0.75	\$3,360.00	\$1.20	\$5,376.00	\$0.60	\$2,688.00	\$0.70	\$3,136.00	\$0.70	\$3,136.00	\$0.70	\$3,136.00						
33	LF	260	LF	\$2.50	\$650.00	\$2.15	\$559.00	\$2.15	\$559.00	\$2.00	\$520.00	\$2.00	\$520.00	\$2.00	\$520.00	\$2.00	\$520.00						
34	EA	90	EA	\$15.00	\$1,350.00	\$11.00	\$990.00	\$11.00	\$990.00	\$12.00	\$1,080.00	\$10.00	\$900.00	\$10.00	\$900.00	\$10.00	\$900.00						
35	EA	6	EA	\$750.00	\$4,500.00	\$530.00	\$3,180.00	\$500.00	\$3,000.00	\$700.00	\$4,200.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00						
36	EA	60	EA	\$350.00	\$21,000.00	\$338.00	\$20,280.00	\$343.00	\$20,580.00	\$300.00	\$18,000.00	\$130.00	\$7,800.00	\$130.00	\$7,800.00	\$130.00	\$7,800.00						
37	EA	18	EA	\$250.00	\$4,500.00	\$243.00	\$4,374.00	\$247.00	\$4,446.00	\$250.00	\$4,500.00	\$280.00	\$5,040.00	\$280.00	\$5,040.00	\$280.00	\$5,040.00						
38	EA	6	EA	\$250.00	\$1,500.00	\$235.00	\$1,410.00	\$236.00	\$1,416.00	\$180.00	\$1,080.00	\$50.00	\$300.00	\$50.00	\$300.00	\$50.00	\$300.00						
Bid List Total					\$911,020.00		\$942,371.90		\$964,714.70		\$1,044,000.00		\$1,059,649.00		\$1,059,649.00		\$1,059,649.00						
Total Bid Amount -VERIFIED					\$911,020.00		\$942,371.90		\$964,714.70		\$1,044,000.00		\$1,059,649.00		\$1,059,649.00		\$1,059,649.00						

Listed Subs	All American Asphalt Systems	Toro Enterprises, Inc.	Granite Construction	Hardy and Harper, Inc.	CA Rasmussen
	All American Asphalt Systems 400 E Sixth St P.O. Box 2229 Corona, CA 92878 American Pavement Systems 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 CPE 929 Otterbein Ave La Puente, CA 91748	All American Asphalt 400 E Sixth St P.O. Box 2229 Corona, CA 92878 American Pavement Systems 1012 11th Street Suite 1000 Modesto, CA 95354 Austin Enterprise PO Box 81926 Bakersfield, CA 93380 Case Land Surveying, Inc. 614 N Eckhoff Street Orange, CA 92668 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 Taft Electric 1694 Eastman Ave Ventura, CA Tree Smith enterprises, Inc. 1551 N Miller St Anaheim, CA 92806	All American Asphalt 400 E Sixth St P.O. Box 2229 Corona, CA 92878 American Pavement Systems 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 Rubberized Crack Filler 800 E Walnut Ave Fullerton, CA 92831	American Pavement Systems 1012 11th Street Suite 1000 Modesto, CA 95354 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 Pavement Coatings 10240 San Sevaline Way Mira Loma, CA 91752 PCI 1105 E Hill St Long Beach, CA 90806 TRAFFIC LOOPS AND 946 S EMERALD STREET ANAHEIM, CA 92804	All American Asphalt 400 E Sixth St P.O. Box 2229 Corona, CA 92878 American Pavement Systems 1012 11th Street Suite 1000 Modesto, CA 95354 Chrisp Company 2280 South Lilac Ave Bloomington, CA 92316 EBS Utilities 1320 E 6th St #100 Corona, CA 92879 Rubberized Crack Filler Sealant, 800 E Walnut Ave Fullerton, CA 92831 Statewide Traffic Safety & Signs 522 Linden Ln Nipomo, CA 93444



Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: 1000001051

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Public Works Contractor Registration Web Search Results

2 Registered Contractors found, displaying all Registered Contractors. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
ALL AMERICAN ASPHALT	1000001051	CSLB:267073		06/30/2016
ALL AMERICAN ASPHALT	1000001051	CSLB:267073	06/09/2015	06/30/2016

Export as:

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ATTACHMENT 2

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Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: Chrisp Company

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
CHRISP COMPANY	1000000306	CSLB:374600	06/12/2015	06/30/2016

Export as: [Excel](#) | [PDF](#)

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Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: ie. 1234567890

Contractor Legal Name: California Professional Engineering

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
CALIFORNIA PROFESSIONAL ENGINEERING, INC.	1000001980	CSLB:793907	06/12/2015	06/30/2016

Export as: [Excel](#) | [PDF](#)

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ATTACHMENT 2
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Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: 1000000207

Contractor Legal Name: ie. ABC COMPANY

[Contractor License Lookup](#)

License Number: ie. 606309 (CSLB)

Search

Reset

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
AMERICAN PAVEMENT SYSTEMS INC	1000000207	CSLB:943792	07/07/2015	06/30/2016

Export as: [Excel](#) | [PDF](#)

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CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - UD15-09-South Bank Neighborhood Street Resurfacing

BRIEF DESCRIPTION OF PROJECT: South Bank Neighborhood Street Resurfacing Project -The project consists of the resurfacing of existing asphalt concrete pavement and includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal and crackfill; ARAM cape seal; excavation & reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping.

Specification Number UD15-09 includes 18 pages of bid documents. Drawing No. 14-30A includes 15 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 75 working days. Liquidated damages will be assessed at \$2,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name All American Asphalt
Physical Address 400 E. Sixth Street
Mailing Address P.O. Box 2229
City Corona State California Zip Code 92878
Telephone No. 951-736-7600 Fax No. 951-736-7646

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-1

ATTACHMENT 3
PAGE 1 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/29/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Schedule of Work and Prices

Document Date: 6/29/2015 Number of Pages: Three (3)

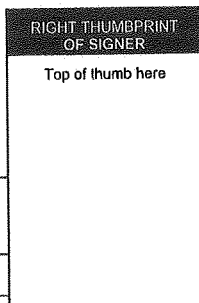
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

- ☐ Individual
☒ Corporate Officer -- Title(s): President
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Other: _____

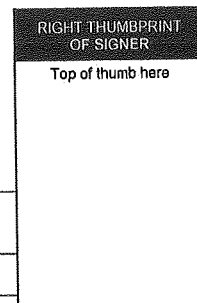
Signer is Representing:
All American Asphalt



Signer's Name: _____

- ☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Other: _____

Signer is Representing:



ATTACHMENT 3
 PAGE 3 OF 26

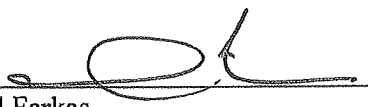


ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on May 4, 2015 authorizes Edward J. Carlson to execute contracts and agreements on behalf of the Company in the capacity of Vice President.



Michael Farkas
Secretary

ATTACHMENT 3
TELEPHONE: 951-736-7600 • FAX: 951-739-4671 PAGE 4 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME All American Asphalt

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	STREET IMPROVEMENT					
1	Mobilization/Demobilization	1001-3	LS	1	40000-	\$40000-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	40920-	40920-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	5000-	5000-
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	9,000	1.95	17550-
5	Unclassified Excavation	1120-4	CY	150	75-	11250-
6	Class 2 Aggregate Base	1130-4	TN	110	80-	8800-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	350	145-	50750-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	105	145-	15225-
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	32,810	4.25	139442.50
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	2,500	97-	2' 25000-
11	Crack Fill & Seal	1155-4	LS	1	35000-	35000-
12	Slurry Seal Type II (RAP)	1160-5	SY	107,000	1.45	155150-
13	Remove And Replace PCC Driveway	1174-6	SF	60	20-	1200-
14	Remove And Replace PCC Sidewalk	1174-6	SF	4,120	6.25	25750-
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	400	63-	25200-
16	Grind PCC Sidewalk	1174-6	SF	120	20-	2400-
17	Install 24" Root Barrier	1174-6	LF	500	28-	14000-
18	Adjust Manhole Cover To Finished Grade	1185-3	EA	18	700-	12600-
19	Adjust Water Valve Cover To Finished Grade	1185-3	EA	44	300-	13200-
20	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	6	450-	2700-
21	Install "STOP" Pavement Marking (T)	1515-3	EA	20	160-	3200- (EC)
22	Install "SLOW" Pavement Marking (T)	1515-3	EA	6	160-	960- 960
23	Install "SCHOOL" Pavement Marking (T)	1515-3	EA	6	160-	960-
24	Install "XING" Pavement Marking (T)	1515-3	EA	6	160-	960-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 5 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME All American Asphalt

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
25	Install Bike Lane Symbol & Arrow Pavement Marking (T)	1515-3	EA	18	65-	\$1170-
26	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	6	65-	390-
27	Install 12" Solid White (T)	1515-3	LF	460	3.50	1610-
28	Install 12" Solid Yellow (T)	1515-3	LF	440	3.50	1540-
29	Install Detail 2 (T)	1515-3	LF	1,510	.75	1132.50
30	Install Detail 22 (T)	1515-3	LF	2,240	1.50	3360-
31	Install Detail 38 (T)	1515-3	LF	160	1.50	240-
32	Install Detail 39 (T)	1515-3	LF	4,480	.75	3360-
33	Paint Curb Red	1515-3	LF	260	2.50	650-
34	Install Blue RPM	1515-3	EA	90	15-	1350-
35	Install Traffic Loop Detectors	1520-3	EA	6	750-	4500-
36	Remove And Replace Street Name Sign	1530-4	EA	60	350-	21000-
37	Remove And Replace Sign Post	1530-4	EA	18	250-	4500-
38	Re-Install Traffic Sign	1530-4	EA	6	250-	1500-
GRAND TOTAL				\$ 911,020.00		

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 6 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 911,020.00

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED June 29, 2015 AT Corona, CA

COMPANY NAME All American Asphalt

SIGNATURE [Signature] TITLE Mark Wer, President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 7 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

SUBCONTRACTORS INFORMATION

BIDDER'S NAME All American Asphalt

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Chrisp Company	2280 S. Lilac Ave. Bloomington, CA 92316	Striping	374600	C-32 DIR-100000306
2. CPE	929 Otterbein Ave. La Puente, CA 91748	Electrical	793907	C-10 DIR-1000001980
3. American Pavement Systems	1012 11th St. Suite 1000 Modesto, CA 95354	ARAM (partial)	943792	A DIR-100000207

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 8 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

SUBCONTRACTORS INFORMATION

BIDDER'S NAME All American Asphalt

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

REFERENCES

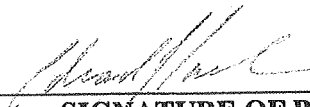
BIDDER'S NAME All American Asphalt

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
2012-2013 Street Resurfacing		
Owner City of Beverly Hills	Project Location Beverly Hills	
Project Cost \$2,970,000.00	Project Manager Mark Cuero	Telephone 310-285-2557

Project Description		
Bristol Street Rehabilitation		
Owner City of Santa Ana	Project Location Bristol Street	
Project Cost \$16,951,475.-	Project Manager Kurt Neimann	Telephone 714-647-5639

Project Description		
Yorba Linda Blvd. Reconstruction		
Owner City of Fullerton	Project Location Yorba Linda Blvd.	
Project Cost \$1,346,000.00	Project Manager Kevin Kwak	Telephone 714-738-6865


SIGNATURE OF BIDDER
Edward J. Carlson, Vice President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

“2014”
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

"2013"
PAST WORK REFERENCES

Department of Transportation
3521 ¼ University Dr
Irvine CA 92612
Contract: Dat Pham, (949) 279-8586

Route 74, Contract No. 12-0L6404
Contract Amount: \$1,134,057
Start: 7/2012
Completed: 5/2013

City of Santa Clarita
23920 Valencia Blvd
Santa Clarita CA 91355
Contact: Bill Whitlatch, (661) 259-2489

2011/12 Overlay & Slurry Seal Program
Contract Amount: \$5,995,000
Start: 8/2012
Completed: 5/2013

LACDPW
900 S Fremont Ave
Alhambra, CA 91803
Contact: Hector Hernandez, (626) 458-2191

Seventh Avenue
Contract Amount: \$2,077,000
Start: 9/2012
Completed: 12/2013

Department of Transportation
2023 Chicago Ave., B-6
Riverside, CA 92507
Contact: Michael Chen, (951) 830-6017

Route 74, Contract No. 08-0P9504
Contract Amount: \$3,450,622
Start: 6/2012
Completed: 9/2013

City of Laguna Hills
24035 El Toro Rd
Laguna Hills, CA 92653
Contact: Kenneth Rosenfield, (949) 707-2650

Citywide Pavement Rehabilitation
Contract Amount: \$1,778,169
Start: 8/2012
Completed: 9/2013

County of Riverside Transportation
3525 14th St
Riverside, CA 92501
Contact: Trai Nguyen, (951) 961-5363

Gilman Springs Road
Contract Amount: \$1,695,108
Start: 7/2013
Completed: 9/2013

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

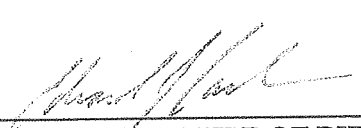
BIDDER'S NAME All American Asphalt

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No ✓

2. If yes, explain the circumstances.



SIGNATURE OF BIDDER

Edward J. Carlson, Vice President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 13 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BIDDER'S AFFIDAVIT

PROJECT South Bank Neighborhood Street Resurfacing, UD15-09

I depose and say that I am Edward J. Carlson, Vice President
(Print or type name and title)

of All American Asphalt
(Name of Company)

P.O. Box 2229 Corona CA 92878
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000001051

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 267073 FED TAX ID. # 95-2595043

Classification: A, C-12

Contractor's License Expiration Date: 11/31/16

City of Oxnard Business License Number (Not Required to Bid): 13-00098105

Data Universal Numbering System (D-U-N-S #): 048763379

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated June 29, 2015 at Corona, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

[Signature]
SIGNATURE Edward J. Carlson, Vice President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 14 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.	✓	
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.	✓	
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	✓	

Contractor Officer's Signature:

Edward J. Carlson Title Vice President

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 15 OF 26



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

City of Oxnard
Office of the City Clerk
South Bank Neighborhood Street resurfacing
Specifications No. UD15-09

Request for Bid
Supplemental Answers

Bidder's Questionnaire

Answer:

Regarding the issue of liquidated damages, it has become the more prevalent practice of a few agencies to use the threat and assessment of liquidated damages in order to settle disputes regarding change orders, change in character of work, and time extensions. The use of liquidated damages has now become a negotiating tool rather than an assessment of project completion. Furthermore, in these tough economic conditions it seems that agencies are using excessive liquidated damages as a source of revenue. All American Asphalt has been assessed liquidated damages based on these circumstances on a few projects in the past five years. A more detailed list will be provided if requested.

TELEPHONE: 951-736-7600 • FAX: 951-739-4671

ATTACHMENT 3
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ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

City of Oxnard
Office of the City Clerk
South Bank Neighborhood Street Resurfacing
Specifications No. UD15-09

Request for Bid
Supplemental Answers

Bidder's Work History and Related Qualifications

Responsibility Questionnaire
Question 7 (Page B-11 of Bid Documents)

Answer:

Regarding the issue of stop notices; All American Asphalt has had stop notices filed against them on a few projects in the past five years. A more detailed list will be provided if requested. Michael Farkas, Secretary, may be contacted in order to request these details.

TELEPHONE: 951-736-7600 • FAX: 951-739-4671

ATTACHMENT 3
PAGE 17 OF 26



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

City of Oxnard
Office of the City Clerk
South Bank Neighborhood Street Resurfacing
Specifications No. UD15-09

Bidder's Work History and Related Qualifications

Responsibility Questionnaire Question #12 (Page B11 of Bid Documents)

We had a serious citation for a machine guarding issue at one of our asphalt plants. The Citation pertained to a conveyor. For corrective action an additional guard was installed On the machine.

There have been NO serious violations issued at any of our jobsites.

Please call me at (909) 815-8404 or email me at bpease1@msn.com if you should have any questions.

Sincerely,

Bryan Pease
Consultant

TELEPHONE: 951-736-7600 • FAX: 951-739-4671

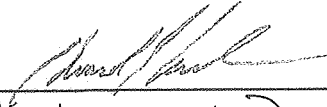
ATTACHMENT 3
PAGE 18 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard South Bank Neighborhood Street Resurfacing Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: 
Title: Edward J. Carlson, Vice President
Firm: All American Asphalt
Date: 6/29/15

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:**
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-09**

**ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)**

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

IA

By: _____

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBER UD15-09

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

(Vendor Name)

(Date)

(Address of Principal Business Office)

(Business Phone)

(Email Address)

(Date Principal Business Address Established)

(Prior Principal Business Address – if any)

(Date Established)

(City Business Tax ID Number)

(Number of Employees)

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22A

ATTACHMENT 3
PAGE 21 OF 26

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

American Pavement Systems 1012 11th Street, Ste 100, Modesto CA 95354
Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description for which a copy of a PTO must be provided from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Edward J. Carlson, Vice President
Print Name, Title

[Signature]
Signature of Bidder

6/29/15
Date

**Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid**



Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapcd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 08179

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:

American Pavement Systems, Inc.
1012 11th St., Ste. 1000
Modesto, CA 95354

Facility Name / Address:

American Pavement Systems, Inc.
Portable Asphalt Rubber Spreaders
Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Two (2) Portable Truck-Mounted Asphalt Rubber Spreading Systems (Nos. 1 and 2) for application on highways, streets, and roads. Each consisting of the following:

- 1 - 3600 Gallon Heated Asphalt Rubber Storage Tank, equipped with vapor condensers to minimize blue smoke emissions. Exempt from permit pursuant to Rule 23.F.21 and exempt from Rule 71.2
- 2 - 0.4 MMBTU/hr Asphalt Rubber Tank Burners, propane fired, total rating 800,000 BTU/Hr and exempt from permit pursuant to Rule 23.C.1
- 1 - Opacity Control Unit, each consisting of a collection hood, primary and secondary cartridge filters, and exhaust fans. Exhaust fans powered by truck propulsion engine power take-off.

This Permit Has Been Issued Subject To The Following Conditions:

1. Permitted Emissions

	Tons/Year	Pounds/Hour
Reactive Organics	0.00	0.00
Nitrogen Oxides	0.00	0.00
Particulate Matter	0.00	0.00
Sulfur Oxides	0.00	0.00
Carbon Monoxide	0.00	0.00
2. The portable truck-mounted asphalt rubber spreaders may be operated to apply rubberized asphalt on highway, road, or street paving projects. The equipment may not be used in conjunction with stationary facilities that produce asphalt concrete or rubberized asphalt concrete.
3. The Opacity Control Units shall be operated whenever the Asphalt Rubber Spreader Trucks are applying asphalt to road surfaces.

The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications and in a manner to minimize emissions

into the atmosphere to the maximum extent possible.

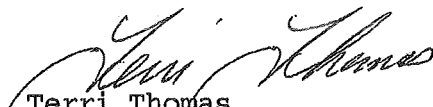
This condition is applied as best available control technology (BACT) and pursuant to Rule 50, "Opacity", and Rule 51, "Nuisance".

4. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.
5. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.
6. The Heated Asphalt Rubber Storage Tanks shall remain closed for all operations except during charging or filling. The Tank vents shall be equipped and operated with vapor condensers, or equivalent control systems, to minimize emissions of blue smoke into the atmosphere. This condition is applied pursuant to Rule 50 and Rule 51.
7. The equipment on this permit listed as portable shall not be located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.


Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

American Pavement Systems

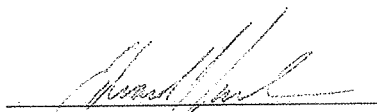
This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.--

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

**Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid**

B-23A

ATTACHMENT 3
PAGE 25 OF 26

Representative ARAM ProjectsName of Project No. 1 Caltrans DI-DC1304 Route 271 Date Completed 8/2013Agency Caltrans Agency Contact Imran FazalPhone 707-445-6000 Approx. Length of ARAM (Full width) 16 miles +/-Name of Project No. 2 City of Lompoc / 3 step Cape Seal Slurry Seal Date Completed 10/2013Agency City of Lompoc Agency Contact Craig DierlingPhone 805-875-8224 Approx. Length of ARAM (Full width) 3 miles +/-Name of Project No. 3 Asphalt Rubber Cape Seal 13-02 Date Completed 10/2013Agency City of Tulare Agency Contact Mike WhitlockPhone 559-684-4207 Approx. Length of ARAM (Full width) 3.67 milesName of Project No. 4 Kroff and Orange Avenue Date Completed 10/2013Agency City of Anaheim Agency Contact Karl FrancisPhone 714-765-3225 Approx. Length of ARAM (Full width) 1.5 miles +/-Name of Project No. 5 Linares Avenue Date Completed 10/2013Agency City of Turpin Valley Agency Contact Mike MyersPhone 951-332-6464 Approx. Length of ARAM (Full width) 2 miles +/-

 Signature of Bidder

 Edward J. Carlson, Vice President
 Title

 10/29/15
 Date
END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION
**Bidder's Failure to Complete All Items Contained On This Page
 May Cause Rejection of Your Bid**

B-23B

 ATTACHMENT 3
 PAGE 26 OF 26

Establishment Search Results

Establishment	Date Range	Office	State
All American Asphalt	07/08/2010 to 07/08/2015	all	CA

Please note that inspections which are known to be incomplete will have the Identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

[Return to Search](#)

Results 1 - 11 of 11

By Date

[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐ 1	1069290.015	06/08/2015	0950653	CA	Prog Related	Partial		212313		All American Asphalt
☐ 2	317143378	09/11/2013	0950631	CA	Accident	Partial	1622	237310		All American Asphalt
☐ 3	316213412	08/29/2013	0950633	CA	Accident	Partial	1611	237310	3	All American Asphalt
☐ 4	313646010	07/23/2012	0950635	CA	Accident	Complete	1611	237310		All American Asphalt
☐ 5	315525477	08/04/2011	0950631	CA	Accident	Partial	1611	237310		All American Asphalt
☐ 6	313642464	03/22/2011	0950635	CA	Accident	Partial	1611	237310	1	All American Asphalt (267073-A)
☐ 7	312664733	08/19/2010	0950636	CA	Planned	Complete	1771	238990		All American Asphalt
☐ 8	313641334	08/11/2010	0950635	CA	Planned	Partial	1611	237310		All American Asphalt
☐ 9	311671580	08/03/2010	0950653	CA	Planned	Complete	1442	212321		All American Asphalt
☐ 10	312664477	07/29/2010	0950636	CA	Planned	No Insp/Other	1771	238990		All American Asphalt
☐ 11	312437841	07/22/2010	0950643	CA	Planned	Partial	2951	324121		All American Asphalt, Inc.

Inspection Detail

Quick Link Reference

1069290.015 | 317143378 | 316213412 | 313646010 | 315525477 | 313642464 | 312664733 | 313641334 | 311671580 | 312664477 | 312437841

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1069290.015 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 1069290.015 Report ID: 0950653 Open Date: 06/08/2015

All American Asphalt
1776 All American Way
Corona, CA 92878 Union Status: Union

SIC:
NAICS: 212313/Crushed and Broken Granite Mining and Quarrying
Mailing: P.O. Box 2229, Corona, CA 92878

Inspection Type: Prog Related
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 06/18/2015
Emphasis: S:Tunnel Close Case:

Case Status: OPEN

Inspection: 317143378 - All American Asphalt

Inspection Information - Office: Ca Anaheim

Nr: 317143378 Report ID: 0950631 Open Date: 09/11/2013

All American Asphalt
Poinsettia Lane & Fawn Glen W
Irvine, CA 92604 Union Status: Union

SIC: 1622/Bridge, Tunnel, and Elevated Highway Construction
NAICS: 237310/ Highway, Street, and Bridge Construction
Mailing: 400 E. Sixth St., Corona, CA 92878

Inspection Type: Accident
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 11/20/2013
Planning Guide: Safety-Construction Close Case: 11/22/2013

ATTACHMENT 4
PAGE 2 OF 15

Related Activity:	Type	ID	Safety	Health
	Accident	102850997		

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316213412 - All American Asphalt

Inspection Information - Office: Ca San Bernardino

Nr: 316213412	Report ID: 0950633	Open Date:		
		08/29/2013		
All American Asphalt				
Nb 215 Fwy On Ramp & Van Buren Blvd				
Riverside, CA 92518	Union Status: Union			
SIC: 1611/Highway and Street Construction, Except Elevated Highways				
NAICS: 237310/ Highway, Street, and Bridge Construction				
Mailing: 400 E 6th St/Po Box 2229, Corona, CA 92879				
Inspection Type:	Accident			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Health	Close Conference:	12/17/2013	
		Close Case:		
Related Activity:	Type	ID	Safety	Health
	Accident	102869013		

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3					3
Current Violations	3					3
Initial Penalty	\$54,000					\$54,000
Current Penalty	\$54,000					\$54,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	3395 E	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0	01/02/2014	-
2.	01002	Serious	3395 F01	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0		-
3.	02001	Serious	3395 F01	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0	01/02/2014	-

Inspection: 313646010 - All American Asphalt

Inspection Information - Office: Ca Torrance

Nr: 313646010	Report ID: 0950635	Open Date:	07/23/2012
All American Asphalt			
405 Fwy At Crenshaw Bl			
Torrance, CA 90502	Union Status: NonUnion		
SIC: 1611/Highway and Street Construction, Except Elevated Highways			
NAICS: 237310/ Highway, Street, and Bridge Construction			
Mailing: 400 E 6th St, Corona, CA 92882			
Inspection Type:	Accident		
Scope:	Complete	Advanced Notice:	N

ATTACHMENT 4
PAGE 3 OF 15

Ownership: Private
 Safety/Health: Safety Close Conference: 11/06/2012
 Emphasis: S:Construction (Cship) Close Case: 11/16/2012
 Related Activity: Type ID Safety Health
 Accident 362460834

Accident Investigation Summary

Summary Nr: 202531141 Event: 07/22/2012 Two Highway Workers Are Struck And Killed

At approximately 2:30 a.m. on July 22, 2012, two employees were working for All American Asphalt. They were resurfacing a section of the northbound lanes of the San Diego Freeway, between the off and on ramps, near Crenshaw Boulevard in Torrance, CA. Two privately owned vehicles breached the construction zone and struck the employees, killing them both. The construction work zone was delineated, and area lighting was in place.

Keywords: construction, highway, struck by, motor vehicle, traffic accident

	Inspection	Degree	Nature	Occupation
1	313646010	Fatality	Other	Occupation not reported
2	313646010	Fatality	Other	Occupation not reported

Inspection: 315525477 - All American Asphalt

Inspection Information - Office: Ca Anaheim

Nr: 315525477 Report ID: 0950631 Open Date: 08/04/2011
 All American Asphalt
 Santiago Canyon Rd/Nb 241 Rd Union Status: Union
 Irvine, CA 92614
 SIC: 1611/Highway and Street Construction, Except Elevated Highways
 NAICS: 237310/ Highway, Street, and Bridge Construction
 Mailing: 400 E Sixth St, Corona, CA 92878
 Inspection Type: Accident
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 12/12/2011
 Planning Guide: Safety-Construction Close Case: 12/12/2011
 Related Activity: Type ID Safety Health
 Accident 102768728

Inspection: 313642464 - All American Asphalt (267073-A)

Inspection Information - Office: Ca Torrance

Nr: 313642464 Report ID: 0950635 Open Date: 03/22/2011
 All American Asphalt (267073-A)
 Intersection Of Skyline/Ocean View Union Status: Union
 Signal Hill, CA 90755
 SIC: 1611/Highway and Street Construction, Except Elevated Highways
 NAICS: 237310/ Highway, Street, and Bridge Construction
 Mailing: 400 E 6th Street, Corona, CA 92878
 Inspection Type: Accident
 Scope: Partial Advanced Notice: N
 Ownership: Private
 Safety/Health: Safety Close Conference: 03/25/2011
 Planning Guide: Safety-Construction Close Case: 05/11/2011
 Emphasis: S:Construction (Cship)
 Related Activity: Type ID Safety Health
 Accident 101032555

ATTACHMENT 4
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Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				\$935		\$935
Current Penalty				\$935		\$935
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	3999 A	03/25/2011	04/08/2011	\$935	\$935	\$0		

Accident Investigation Summary

Summary Nr: 202530507

Event: 09/29/2010

Employee Slips & Leg Gets Caught In Auger

On September 29, 2010 Employee #1 was working with a crew applying slurry seal on asphalt, a process designed to lengthen the life of the material. Applying sealant on the road involves a truck driver of a slurry truck, a slurry operator who stands at the rear of the truck, driver side and one or two personnel on the ground, using a squeegee to spread the slurry evenly on the road, making sure that the slurry covers every inch of the road. On the day of the accident, there were two personnel conducting squeegee operations. The work on that day was on a curved, uphill road. While conducting squeegee operations, Employee #1 noticed that they were so far behind the truck. So he ran towards the truck, and started squeegee operations directly behind it while walking backwards. As he walked backwards, his left foot stepped back into spreader box where it was caught in the auger, causing it to fracture. Employee #1 was hospitalized for several days where he had to undergo surgery.

Keywords: leg, auger, slip, fracture

Inspection	Degree	Nature	Occupation
1 313642464	Hospitalized injury	Fracture	Occupation not reported

Inspection: 312664733 - All American Asphalt

Inspection Information - Office: &Nbsp;

Nr: 312664733 Report ID: 0950636 Open Date: 08/19/2010

All American Asphalt

Biola Ave (Stage Rd. To Rosecrans Ave.)

La Mirada, CA 90639

Union Status: NonUnion

SIC: 1771/Concrete Work

NAICS: 238990/All Other Specialty Trade Contractors

Mailing: 400 E. Sixth Street, Corona, CA 92878

Inspection Type: Planned

Scope: Complete

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 08/19/2010

Emphasis: L:Arrastim

Close Case: 09/15/2010

Inspection: 313641334 - All American Asphalt

Inspection Information - Office: Ca Torrance

Nr: 313641334 Report ID: 0950635 Open Date: 08/11/2010

All American Asphalt

5561 E Second St

Long Beach, CA 90815

Union Status: Union

SIC: 1611/Highway and Street Construction, Except Elevated Highways

NAICS: 237310/ Highway, Street, and Bridge Construction

ATTACHMENT 4

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Mailing: 400 E. Sixth St., Corona, CA 92879

Inspection Type:	Planned	
Scope:	Partial	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 09/16/2010
Planning Guide:	Safety-Construction	Close Case: 09/16/2010
Emphasis:	L:Arrastim, S:Construction (Cship)	

Inspection: 311671580 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 311671580	Report ID: 0950653	Open Date: 08/03/2010
---------------	--------------------	--------------------------

All American Asphalt

400 E Sixth St

Corona, CA 92878

Union Status: Union

SIC: 1442/Construction Sand and Gravel

NAICS: 212321/Construction Sand and Gravel Mining

Mailing: P O Box 2229, Corona, CA 92878

Inspection Type:	Planned	
Scope:	Complete	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 08/04/2010
Emphasis:	L:Tunnel	Close Case: 08/17/2010

Inspection: 312664477 - All American Asphalt

Inspection Information - Office: &Nbsp;

Nr: 312664477	Report ID: 0950636	Open Date: 07/29/2010
---------------	--------------------	-----------------------

All American Asphalt

Rosecrans Ave.(Between Santa Gertrudes +
E.City)

Union Status: NonUnion

La Mirada, CA 90639

SIC: 1771/Concrete Work

NAICS: 238990/All Other Specialty Trade Contractors

Inspection Type:	Planned	
Scope:	No Insp/Other	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 07/29/2010
Emphasis:	L:Arrastim	Close Case: 07/29/2010

Inspection: 312437841 - All American Asphalt, Inc.

Inspection Information - Office: Ca Van Nuys

Nr: 312437841	Report ID: 0950643	Open Date: 07/22/2010
---------------	--------------------	-----------------------

All American Asphalt, Inc.

Buena Vista St. And Empire Blvd.
Burbank, CA 91504

Union Status: NonUnion

SIC: 2951/Asphalt Paving Mixtures and Blocks

NAICS: 324121/Asphalt Paving Mixture and Block Manufacturing

Mailing: 400 E. 6th St., Corona, CA 92879

Inspection Type:	Planned	
Scope:	Partial	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 09/22/2010

ATTACHMENT 4

PAGE 6 OF 15

Emphasis:

L:Arrastim

Close Case:

09/22/2010

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

ATTACHMENT 4
PAGE 7 OF 15

Subcontractor

Occupational Safety & Health Administration

We Can Help

Establishment Search Results

Establishment	Date Range	Office	State
Chrisp Company	07/08/2010 to 07/08/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)[Return to Search](#)

Results 1 - 4 of 4

By Date

[Get Detail](#) | [Select All](#) | [Reset](#)

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	315831941	07/08/2014	0950615	CA	Referral	Partial	1799	238990	1	Chrisp Company
☐	2	314572629	08/26/2011	0950621	CA	Accident	Partial	1721	237310		Chrisp Company
☐	3	313512386	04/22/2011	0950633	CA	Accident	Partial	1721	237310		Chrisp Company
☐	4	314323908	07/12/2010	0950622	CA	Planned	Partial	1611	237310	1	Chrisp Company

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Inspection Detail

Quick Link Reference

315831941 | 314572629 | 313512386 | 314323908

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 315831941 - Chrisp Company

Inspection Information - Office: Ca Santa Rosa

Nr: 315831941 Report ID: 0950615 Open Date: 07/08/2014

Chrisp Company

3573 Chanate Rd
Santa Rosa, CA 95404

Union Status: NonUnion

SIC: 1799/Special Trade Contractors, Not Elsewhere Classified

NAICS: 238990/All Other Specialty Trade Contractors

Mailing: 1805 E. Beamer St., Woodland, CA 95776

Inspection Type: Referral

Scope: Partial Advanced Notice: N

Ownership: Private

Safety/Health: Safety Close Conference: 10/29/2014

Close Case:

Related Activity:	Type	ID	Safety	Health
	Referral	201022175	Yes	

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1					1
Initial Penalty	\$2,025			\$115		\$2,140
Current Penalty	\$2,025					\$2,025
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
Deleted 1.	01001	Other	1509 C	10/30/2014	11/04/2014	\$0	\$115	\$0		I - Informal Settlement
2.	02001	Serious	3702 R	10/30/2014	11/04/2014	\$2,025	\$2,025	\$0		

ATTACHMENT

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Inspection: 314572629 - Chrisp Company**Inspection Information - Office: Ca Sacramento**

Nr: 314572629 Report ID: 0950621 Open Date: 08/26/2011

Chrisp Company

Hwy 50 & Hazel Ave
Gold River, CA 95670

Union Status: NonUnion

SIC: 1721/Painting and Paper Hanging

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: 1805 E. Beamer St, Woodland, CA 95776

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Health

Close Conference: 12/20/2011

Close Case: 12/20/2011

Related Activity: Type

ID

Safety

Health

Accident

361685837

Accident Investigation Summary

Summary Nr: 202492286 Event: 08/11/2011 Employee Is Burned When Paint Can Explodes

On August 11, 2011, Employee #1, a spray paint helper, was working on an Apollo Thermo Handliner machine used to mark roadways at a road construction project at the intersection of US 50 and Hazel Avenue. A can of aerosol paint fell off of the body of the machine and rolled under the propane heater that melts the striping material. Employee #1 reached for the can when it exploded, causing face and arm burns. A coworker helped wash Employee #1 in cold water and call 911. Employee #1 went to UC Davis Burn Unit, where he was treated and released the same day.

Keywords: spray painting, paint, heater, highway, explosion, burn, arm, face, machine operator

	Inspection		Degree	Nature	Occupation
1	314572629		Hospitalized injury	Burn/Scald(Heat)	Painting and paint spraying machine operators

Inspection: 313512386 - Chrisp Company**Inspection Information - Office: Ca San Bernardino**

Nr: 313512386 Report ID: 0950633 Open Date: 04/22/2011

Chrisp Company

Big Bear Dam
Big Bear Lake, CA 92315

Union Status: Union

SIC: 1721/Painting and Paper Hanging

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: 43650 Osgood Rd, Fremont, CA 94539

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 06/23/2011

Close Case: 06/23/2011

Related Activity: Type

ID

Safety

Health

Accident

102746922

Inspection: 314323908 - Chrisp Company**Inspection Information - Office: Ca Concord**

Nr: 314323908 Report ID: 0950622 Open Date: 07/12/2010

Chrisp Company

Peabody Rd Between California Dr. & Beelard Dr
Vacaville, CA 95688

Union Status: Union

ATTACHMENT

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SIC: 1611/Highway and Street Construction, Except Elevated Highways

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing: P.O. Box 1368, Fremont, CA 94538

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 09/01/2010

Planning Guide: Safety-Construction

Close Case: 11/21/2011

Emphasis: L:Arrastim, S:Construction
(Cship)

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	\$8,435					\$8,435
Current Penalty	\$1,800					\$1,800
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	1598 A	09/10/2010	09/15/2010	\$1,800	\$8,435	\$0	09/22/2010	F - Formal Settlement

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Establishment Search

Reflects inspection data through 07/06/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

⚠ **Note:** Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment State

Fed & State

OSHA Office Case Status ☒ All ☐ Closed ☐ OpenViolation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date End Date

Can't find it?

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NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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Establishment Search

Reflects inspection data through 07/06/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your Establishment search returned 0 results.

Establishment american pavement systems inc

State California

Fed & State

OSHA Office All Offices

Case Status ☒ All ☐ Closed ☐ OpenViolation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date July 8 2010

End Date July 8 2015

Submit Reset

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The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

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CITY OF OXNARD
SPECIFICATION NUMBER UD15-09

SUBCONTRACTORS INFORMATION

BIDDER'S NAME All American Asphalt

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Chriss Company	2280 S. Lilac Ave. Bloomington, CA 92316	Striping	374600	C-32 DIR-100000306
2. CPE	929 Otterbein Ave. La Puente, CA 91748	Electrical	793907	C-10 DIR-1000001980
3. American Pavement Systems	1012 11th St. Suite 1000 Modesto, CA 95354	ARAM (partial)	943792	A DIR-1000000207

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-5

ATTACHMENT 5
PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-09**

REFERENCES

BIDDER'S NAME All American Asphalt

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
2012-2013 Street Resurfacing		
Owner	Project Location	
City of Beverly Hills	Beverly Hills	
Project Cost	Project Manager	Telephone
\$2,970,000.00	Mark Cueno	310-285-2557

Project Description		
Bristol Street Rehabilitation		
Owner	Project Location	
City of Santa Ana	Bristol Street	
Project Cost	Project Manager	Telephone
\$6,951,475.-	Kurt Neimann	714-647-5639

Project Description		
Yorba Linda Blvd. Reconstruction		
Owner	Project Location	
City of Fullerton	Yorba Linda Blvd.	
Project Cost	Project Manager	Telephone
\$1,346,000.00	Kevin Kwak	714-738-6865


SIGNATURE OF BIDDER
 Edward J. Carlson, Vice President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

"2014"
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

"2013"
PAST WORK REFERENCES

Department of Transportation
3521 ¼ University Dr
Irvine CA 92612
Contract: Dat Pham, (949) 279-8586

Route 74, Contract No. 12-0L6404
Contract Amount: \$1,134,057
Start: 7/2012
Completed: 5/2013

City of Santa Clarita
23920 Valencia Blvd
Santa Clarita CA 91355
Contact: Bill Whitlatch, (661) 259-2489

2011/12 Overlay & Slurry Seal Program
Contract Amount: \$5,995,000
Start: 8/2012
Completed: 5/2013

LACDPW
900 S Fremont Ave
Alhambra, CA 91803
Contact: Hector Hernandez, (626) 458-2191

Seventh Avenue
Contract Amount: \$2,077,000
Start: 9/2012
Completed: 12/2013

Department of Transportation
2023 Chicago Ave., B-6
Riverside, CA 92507
Contact: Michael Chen, (951) 830-6017

Route 74, Contract No. 08-0P9504
Contract Amount: \$3,450,622
Start: 6/2012
Completed: 9/2013

City of Laguna Hills
24035 El Toro Rd
Laguna Hills, CA 92653
Contact: Kenneth Rosenfield, (949) 707-2650

Citywide Pavement Rehabilitation
Contract Amount: \$1,778,169
Start: 8/2012
Completed: 9/2013

County of Riverside Transportation
3525 14th St
Riverside, CA 92501
Contact: Trai Nguyen, (951) 961-5363

Gilman Springs Road
Contract Amount: \$1,695,108
Start: 7/2013
Completed: 9/2013

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

UD15-09 SOUTH BANK NEIGHBORHOOD

STREET RESURFACING PROJECT

STATE OF CALIFORNIA

COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

May 28, 2015, June 4, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California , on the

4th day of June 2015

L. S. Ayala
(Signature)

[illegible]

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad #546055

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

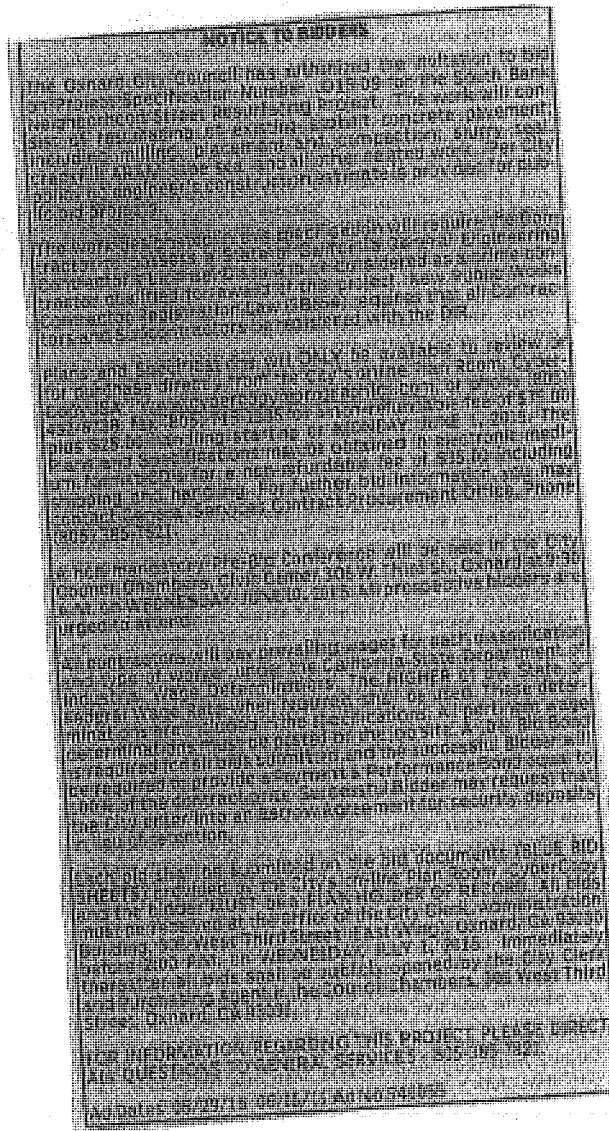
May 29, June 05, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this June 05, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)



ATTACHMENT 7
PAGE 2 OF 2



Meeting Date: 04/28/15

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

Prepared By: Jay Duncan, Contract & Grant Coordinator *Jay Duncan* Agenda Item No. **I-9**Reviewed By: City Manager *JM* City Attorney *JBR* Finance *EP* Utilities

DATE: April 15, 2015

TO: City Council

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

SUBJECT: UD15-09 South Bank Resurfacing

RECOMMENDATION

That City Council approve Project Specification No. UD15-09 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the South Bank Neighborhood and authorize staff to solicit bids.

DISCUSSION

The South Bank Neighborhood Street Resurfacing Project No. 153111 consists of resurfacing of existing asphalt concrete pavement. The specific work includes: the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjust utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

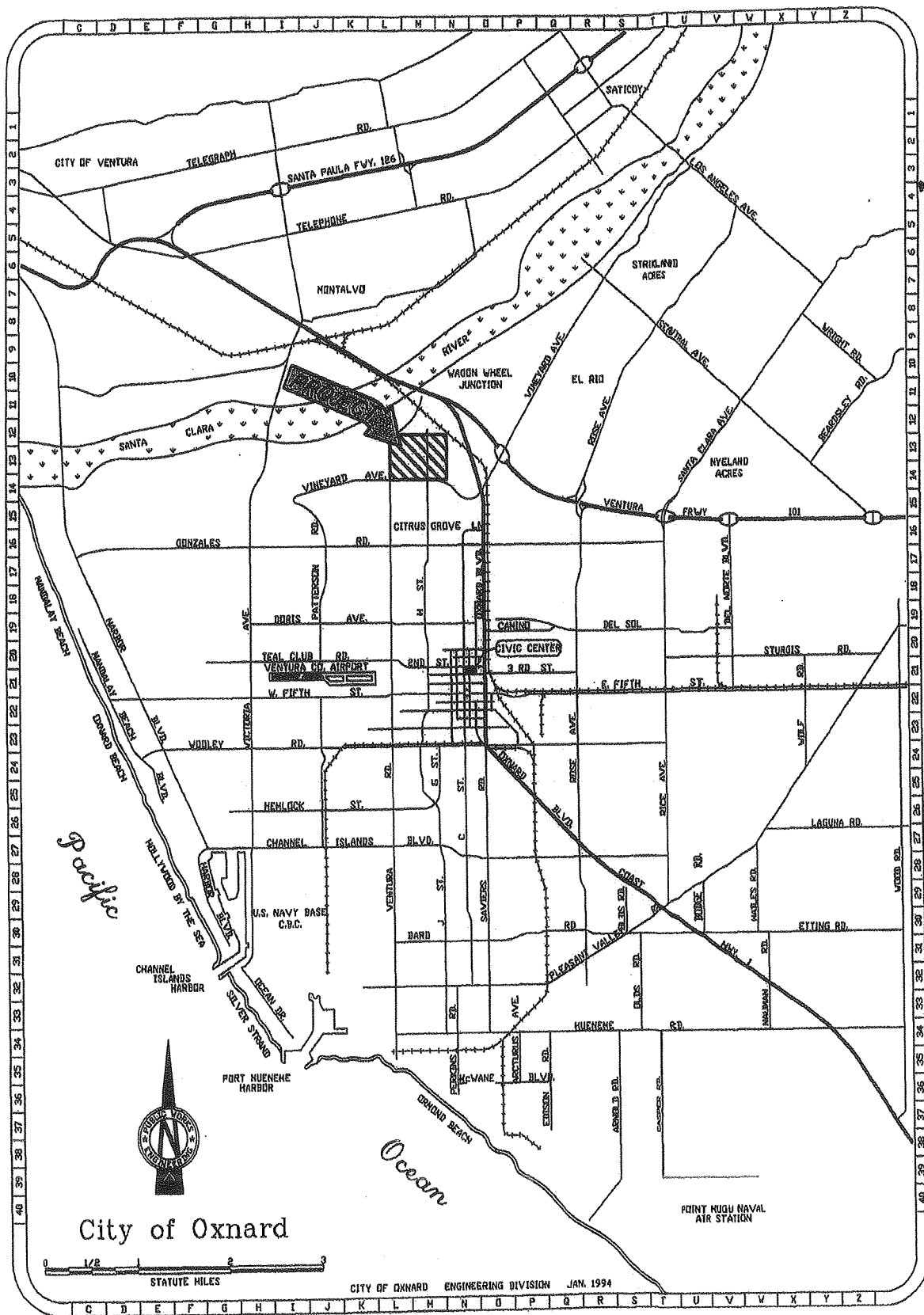
FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The South Bank Neighborhood Street Resurfacing Project No. 153111 is a planned component of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for the UD15-09 South Bank Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.

ATTACHMENT 8
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LOCATION MAP
SOUTH BANK NEIGHBORHOOD
RESURFACING PROJECT

Attachment No.1
Page 1 of 1

ATTACHMENT 8
PAGE 2 OF 2



Meeting Date: 07/28/15

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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director Agenda Item No. L-5

Reviewed By: City Manager *JM* City Attorney *SMF* Finance *UM* Utilities *DM*

DATE: July 15, 2015

TO: City Council

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

SUBJECT: First Amendment to Agreement No. A-7612 for Professional Services with Prousys, Inc. for Supervisory Control and Data Acquisition Systems Support Services for the Water, Wastewater and Recycled Water Systems

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-7612 with Prousys, Inc. increasing the contract amount from \$600,000 to a total not to exceed amount of \$900,000, for three years of Supervisory Control and Data Acquisition (SCADA) systems support services for the Water, Wastewater and Recycled Water Systems.

DISCUSSION

On February 28, 2012, the City's Purchasing Division and Water Resources Division sent out a competitive Request for Qualifications (RFQ) for SCADA services for water resources systems. Three (3) firms attended the mandatory meeting; of these, all three (3) firms provided proposals. A team made up of Public Works and Information Systems staff members interviewed the three (3) firms. The interview team found Prousys to be the most qualified. Agreement A-7612 was approved by the City Council on September 17, 2013.

Under the terms of the agreement which expires September 16, 2016, Prousys provides on call and/or emergency SCADA support for the Water, Wastewater and Recycled Water systems, including: diagnostic testing, programming, software, hardware, instruments, radio and computer network communications, electrical, and computer repair or replacement. Emergency service will be on a 24 hour/7 day basis, with a 30 minute maximum call back response time and a 2 hour maximum on-site response required.

Prousys has extensive experience in SCADA system design and integration specifically focused in the water/wastewater industry, as well as general process control systems hardware and software, and has provided SCADA on call and emergency services to water and wastewater agencies for many years. From 2000 through 2008, Prousys provided SCADA system support services to City of Oxnard for its wastewater and water systems.

First Amendment to Agreement No. A-7612 for Professional Services with Prousys, Inc. for Supervisory Control and Data Acquisition Systems Support Services for the Water, Wastewater and Recycled Water Systems

July 15, 2015

Page 2

FINANCIAL IMPACT

The amendment increases the agreement from \$600,000 to \$900,000. The initial amount of \$600,000 has been expended. Sufficient funds are available to complete the final year of the agreement under the Water Operation Fund, Account Nos. 601-6010-842.82-09 and 601-6012-842.82-09, Wastewater Collection System Maintenance and Upgrade Fund, Account No. 611-6103-842.82-09, and Wastewater Treatment System Maintenance and Upgrades Fund, Account No. 621-6205-842.82-09.

Attachment #1 – Agreement No. A-7612

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("Sixth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of July, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Prousys, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 17, 2013, by City and Consultant.

City and Consultant agree as follows:

1. In Section 13 of the Agreement, the figure "\$600,000" is deleted and replaced with the figure "\$900,000."
2. Exhibit INS-A, dated 8/13, is replaced by Exhibit INS-A, dated 7/15, attached hereto, and incorporated herein by reference.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Dennis Schreiber
Prousys, Inc.

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:

Daniel Rydberg, P.E., Interim Utilities Director

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ATTACHMENT 1
PAGE 3 OF 12

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
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

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2015

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 First Niagara Risk Management, Inc 777 Canal View Blvd, Suite 100 Rochester NY 14623		CONTACT NAME: Louise Cook PHONE (A/C, No. Ext): (585) 546-3747 FAX (A/C, No.): (585) 424-2798 E-MAIL: Louise.cook@fnrm.com ADDRESS: Louise.cook@fnrm.com	
INSURED Prousys, Inc. 4700 New Horizon Blvd Bakersfield CA 93313		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London NAIC # AA1122000 INSURER B: Federal Insurance Company 20281 A11 INSURER C: Evanston Insurance Co 35378 A INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 Master 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		ESD01107848	1/31/2015	1/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		73565865	1/31/2015	1/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$ 1,000,000
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		XONJ578715	1/31/2015	1/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	71725208	1/31/2015	1/31/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		ESD01107848	1/31/2015	1/31/2016	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

City of Oxnard Public Works Department 305 West Third Street 3rd Floor, East Wing Oxnard, CA 93030	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 Bruce Rogers/LCOOK <i>Bruce W. Rogers</i>

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INS025 (2010/05) 01 The ACORD name and logo are registered marks of ACORD

INDEMNITY TO PRINCIPALS CLAUSE

ATTACHING TO POLICY
NUMBER:

ESD01107848

THE INSURED:

PROUSYS INC CSIA

WITH EFFECT FROM:

31 Jan 2015

It is hereby understood and agreed that **Principals** are indemnified under this Policy as an additional Insured, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising solely out of any **wrongful act** committed by you or accidental **injury** or **damage** in the course of **your business activities**, provided that had a **claim** been made against you, then you would be entitled to indemnity under this Policy.

When this clause applies it shall be primary and non-contributory to **Principals'** own insurance but only if you and **Principals** have entered into a contract that contains a provision requiring this.

It is a condition precedent to indemnity under this clause that **Principals** shall prove to our satisfaction that the **claim** arose solely out of **your business activities**.

Whilst **Principals** have been named under this Policy as an additional Insured, it is hereby noted and agreed that any **claim** made by **Principals** against you shall be treated as if **Principals** were a **third party**.

We shall also endeavour to provide 30 days notice of cancellation to **Principals**; however, not doing so shall not place any additional liability upon us.

It is further understood and agreed that **Principals** are defined as follows:

City of Thousand Oaks, its officials, employees and volunteers (Effective From: 31 Jan 2015)
US

Klassen Corporation (Effective From: 09 Jul 2015)
2021 Westwind Dr
Bakersfield,, CA 93301
US

City of Oxnard, its City Council, officers, employees, agents and volunteers (Effective From: 14 Jul 2015)
300 West Third Street
Suite 302
Oxnard, CA 93030
US

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Authorised Signatory



CFC Underwriting Ltd

ATTACHMENT 1
PAGE 8 OF 12

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

- (1) You or your authorized representative, if you are an individual;
- (2) A partner, or any authorized representative, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **01/31/15** at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. **(16)7172-52-08** of the **FEDERAL INSURANCE COMPANY**
issued to **PROUSYS, INC.** (NAME OF INSURANCE COMPANY)

Endorsement No. _____

Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 1.00 % of total California premium.

Schedule

Person or Organization

Job Description

BLANKET WAIVER - ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED HAS AGREED BY
WRITTEN CONTRACT TO FURNISH THIS WAIVER

ALL CALIFORNIA OPERATIONS



Meeting Date: 07/28/2015

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

Prepared By: Thien Ng P.E., Sr. Process Engineer *TN*Agenda Item No. *L-6*Reviewed By: City Manager *JM*City Attorney *JBD*Finance *DNC*Utilities *SNR***DATE:** July 15, 2015**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director *DR*
Utilities**SUBJECT:** Agreement for Consulting Services with AECOM Technical Services, Inc. for the Wastewater Treatment Plant Improvements Design Project (Agreement No. A-7815)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an Agreement for Consulting Services with AECOM Technical Services, Inc. (Agreement No. A-7815) in the amount of \$218,475 for the Wastewater Treatment Plant Improvements Design Project Initial Phase.

DISCUSSION

In May 2014, the City issued a competitive request for proposal (RFP) for the Wastewater Treatment Plant Improvements Design Project. Two firms responded with proposals within the timeline stipulated in the solicitation. Based on the qualifications stated in the proposals, both firms were invited to participate in an interview. The selection criteria for the interviews included: 1) the design technical approach, 2) the team, 3) related experience, and 4) the project schedule. City staff determined AECOM Technical Services, Inc. to be the most qualified firm for this project.

City staff and AECOM Technical Services, Inc. subsequently met to refine the scope of services and schedule, and to negotiate the fees for the services. The scope of services will be performed in multiple phases. Staff is presenting the complete scope of work for both phase 1 and futures phases services that are anticipated under the agreement. Because Phase 1 services are considered immediate needs, staff recommends Council approve the phase 1 scope of services in the amount of \$218,475 to allow staff to immediately commence the services. The scope of services of phase 1 includes the following tasks.

- Interim improvement needs
- Conceptual development for future plant layout
- Capital improvement cost projections

Agreement for Consulting Services with AECOM Technical Services, Inc. for the Wastewater Treatment Plant Improvements Project (Agreement No. A-7815)

July 15, 2015

Page 2

Staff will return to Council with an amendment for the remaining scope of services at an appropriate time in the future.

FINANCIAL IMPACT

The Agreement for Consulting Services is in the amount of \$218,475. The Budget Adjustment requests an administrative transfer of \$218,475 from Capital Improvements Project #136605 Biotower Rebuild to Wastewater Operating Account 621-6202-842.82-09.

Attachment #1 - Agreement No. A-7815
#2 - Budget Adjustment

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 28th day of July, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and AECOM Technical Services, Inc. ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the Project Manager ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Glen Hille, P.E., as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 28, 2015, and expire on July 28, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$218,745 for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services

to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to AECOM Technical Services, Inc., 1220 Avenida Acaso, Camarillo, CA 93012 Attention: Glen Hille, P.E.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, East Wing, Oxnard, California 93030, Attention: Daniel Rydberg, P.E.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Glen Hille, Vice President
AECOM Technical Services, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

for *D. Campbell*
Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

for
Stephen M. Fischer, Interim City Attorney

Greg Nyhoff
Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg
Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The initial efforts include the tasks needed to support the rate study for the long-term capital improvements. If authorized, additional tasks include preliminary design of Phase 1 improvements to the OWTP, and conceptual design for the relocated facility.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for the funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support
- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – (PHASE 1)

0.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 3 months:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 3 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (PHASE 1)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to eight (8) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following:

- a. Headworks Odor Control with Screen Walls, Concrete Repair, and Fiberglass Cover Replacement
- b. Headworks Below Cover Coating Repairs
- c. Replace Primary Clarifier Equipment
- d. Demolish Biotowers
- e. Add Baffle Walls in ASTs
- f. Upgrade Interstage Pump Station
- g. Effluent Pump Station Modification
- h. Clean Digesters
- i. Rehab the Gravity Thickeners
- j. Refurbish Belt Filter Presses
- k. Refurbish Cogeneration Units
- l. Standby Generators
- m. Replace Plant MCCs
- n. Plant-wide Utilities Upgrades
- o. SCADA System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A technical memorandum describing the analysis and recommendations will be prepared.

➤ Deliverables:

- Draft Investigations Technical Memorandum
- Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept

planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge

➤ Deliverables:

- Draft Conceptual Plan Technical Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Feasibility. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➤ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➤ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PHASE 2 PRELIMINARY DESIGN (NOT AUTHORIZED)

Consultant will evaluate and perform the preliminary design of the interim improvements identified in the approved facilities plan determined in the rate study support efforts in Task 1:

- A. Interim Treatment Process Improvements.
- B. Site and Utilities Improvements.
- C. Emergency generator and main switchgear improvements.
- D. Collection system odor control facilities.

This initial procurement will include preliminary design of these elements, and other elements determined during facilities planning stage in Task 1. This analysis will determine sequencing and packaging of the elements into actual design and construction packages. This authorization will include detailed design, bidding and construction services for the Collection system odor control facilities.

Future Authorization: Consultant will conduct a siting study for a new treatment facility, for up to three sites identified by the City. Following site selection, Consultant shall develop a Conceptual design based on the recommendations developed in the updated facilities plan.

2.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 16 months (8 months for preliminary design activities and 8 additional months for final design, bidding and construction of chemical feed facilities):

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

➤ Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 16 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

1. Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for AECOM and KEH, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of construction of the collection system chemical feed facilities, and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

3.0 PRELIMINARY INVESTIGATIONS (NOT AUTHORIZED)

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (IF REQUIRED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys for the south area of OWTP, encompassing the area south of the Secondary Treatment Basins including the Primary Clarifiers, the Biotowers, and area around existing Effluent Pump Station. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datums in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed

pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.

- Perform field survey to locate visible surface features at the four offsite facilities previously noted. The Consultant anticipates no internal surveys of tanks/structures.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will

seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Biotowers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included. .

3.4 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for the OWTP and Headworks sites, and five collection system sites (Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility), and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately five deep geotechnical borings, eight cone penetrometer test (CPT) soundings, and five environmental/geotechnical borings. The borings will be situated throughout the southern end of the OWTP facility in areas that are currently accessible, but ostensibly useful for the improvements expected to be constructed as part of the long range plan. Five total additional borings and five total environmental borings will be advanced at the collection system sites.
- A total of five 50-foot deep borings will be drilled using a mud rotary system at the OWTP and Headworks sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)
- Geotechnical borings at the Lift Stations 6 and 8, Riverpark Development, Materials Recycling Facility, and Blending Station No. 1 sites will be advanced to a depth of 50 feet for analysis of liquefaction potential, with samples handled as described above. Environmental borings at the Lift Stations 6 and 8 and Riverpark Development sites will be advanced to groundwater.
- The City will provide geotechnical information for the Blending Station No. 1 and Material Recycling Facility sites. The Consultant will review this information to determine whether additional borings will be required. This cost proposal includes a geotechnical and environmental boring at each of these two sites.
- A total of eight CPT soundings will be advanced at the OWTP and Headworks sites to provide additional data for use in analyzing the liquefaction potential and

settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings, which are approximately 2 inches in diameter, will be backfilled with bentonite.

- Five borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)
- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.
- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples where field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.
- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.
- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions.

Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING FACILITIES (NOT AUTHORIZED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Material Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit. The scope of work for this task includes:

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the stormwater documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 2.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWPF, and MRF to collect information needed to prepare the SWPPP and prepare

detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, if any, and which portion is discharged directly to a detention basin without treatment, if any. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWPF, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping

- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

➤ Deliverables:

- Draft SWPPP and Site Map.
- Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.4 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

➤ Deliverables:

- Final SWPPP and Site Map.

4.1.5 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant. It is the Consultant's understanding that this EIR is being prepared to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environment Consultants in the preparation of this document. To this end the Consultant is allocating 400 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN (NOT AUTHORIZED)

6.1 PRELIMINARY DESIGN DEVELOPMENT

6.1.1 Secondary Treatment Improvements

Consultant will prepare a Pre-Design Investigations Technical Memorandum to identify the best value process modifications, identify key project elements of the preferred alternative, and define the design criteria for the recommended alternative. Up to three (3) alternatives will be evaluated by the Consultant. Each alternative will include process description, flexibility of process, compatibility with future projects, redundancy assumptions, operational requirements, results of process modeling, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.2 Emergency Generator and Main Switchgear Improvements

The preliminary design of the emergency generator improvements consists of evaluation of the following:

- The new emergency standby power facility includes electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility will have sufficient capacity to power the entire OWTP except for the Headworks.
- Main switchgear improvements shifting the load from 480V bus to 2400V bus.
- Assess the corrosion in the electrical vaults and study options to mitigate the corrosion. Refurbish the vaults identified as needing repair.
- Study options for immediate modifications to provide a reliable and redundant power supply for the Effluent Pump Station, building upon those proposed in the 2007 EPS Conceptual Design Study.
- Instrumentation and SCADA upgrades to support the electrical modifications.
- Logic modifications for the cogeneration system with the new emergency power system.

Consultant will coordinate with the Master Plan Consultant's Arc Flash Study and develop the design as applicable in accordance with the Study's findings.

Consultant will prepare a Pre-Design Investigations Technical Memorandum that will include evaluation of up to two (2) alternatives for emergency generator and switchgear replacement. Evaluation for each alternative will include process description, flexibility of process, and compatibility with future plant expansion, life cycle costs, redundancy assumptions, operational requirements, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.3 Primary Clarifier Improvements

This task consists of evaluation of the alternatives for improvements to the Primary Clarifiers.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design Technical Memorandum. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum

6.1.4 Collection System Chemical Addition Facilities

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

- Pilot study to obtain design criteria.
- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Pilot Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8). To verify design criteria.

- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facility will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

Consultant will attend and actively participate in meeting with the City to identify permitting requirements; and will prepare documentation required to support the City's permit applications.

➤ Deliverables:

- Draft and Final Conceptual Design Technical Memorandum.
- Workshop Summary.

6.1.5 Early Warning System for High Sodium and Chloride

The purpose of this task is to provide preliminary design of a system to identify potentially high sodium and chloride in the AWP effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP and primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride.
- Conduct site visit of OWTP facility.
- Review OWTP headworks facility drawings for potential monitoring equipment location.
- Review OWTP interstage pump station and secondary treatment basins drawings for potential monitoring equipment location.
- Review AWP drawings for potential monitoring equipment location.
- Identify system for monitoring.
- Provide specifications for monitoring systems.
- Provide conceptual level drawings for installation of the monitoring

equipment, including power and instrumentation wiring.

Consultant will undertake and complete investigations and produce a Draft Design Memorandum that includes sketches, equipment model numbers, and directions for the City to use for installation. This Memorandum will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the Memorandum and produce a Final Design Memorandum.

The Design memorandum will be used by the City for self-installation of the Early Warning System. The level of effort includes 100 hours for coordination with the City during installation.

➤ Deliverables

- Draft and Final Design Memoranda.
- Minutes of the Review Workshop.

6.1.6 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area consisting of the following:

- Headworks Area 'Below cover' concrete repairs and coatings
- Headworks Grit Dewatering Building odor control duct work air balancing improvements.
- Headworks screenings conveyors enclosures and odor ventilation improvements
- Provide new influent pump seal/cooling water system.
- Replace Headworks fiberglass (FRP) covers.
- Modify odor control stations and chemical feed stations.
- Screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memorandum
- Pre-Design Review Workshop Minutes
- Final Pre-Design Investigations Technical Memorandum
- Screen wall conceptual rendering for public meeting.

6.1.7 Anaerobic Digestion Improvements

This task consists of evaluation of the first phase of improvements to the Digestion Facilities:

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.
- Specifications for cleaning Digesters 1 and 3.

6.1.8 Non-Hazardous Liquid Waste Receiving Station

Consultant will perform a study to identify criteria for the design of a non-hazardous liquid material receiving station at the Headworks or on the OWTP site.

Consultant will provide a conceptual design memorandum summarizing the design criteria and providing a conceptual layout of the station. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.9 Chlorination/Dechlorination Facilities

Consultant will perform an assessment of the existing chlorination and dechlorination facilities focusing on the condition of the existing equipment and long term needs of the OWTP.

Consultant will provide a conceptual design memorandum summarizing any improvements required, the appropriate design criteria, and providing a conceptual layout of the facilities. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Review Workshop summary.

6.1.10 Outfall Hydraulics Study

OWTP discharges its treated effluent into the ocean via an outfall structure. OWTP has three means of discharging the treated effluent via the outfall. The first option is a 42-inch gravity line that connects to the downstream end of the Chlorine Contact Tank (CCT). This option is the main conveyance method until the effluent fluid level in the CCT exceeds the height of the "104 weir" at which point a variable speed vertical mixed turbine pump (Big Red), turns on and begins to convey treated effluent to the outfall. If the flow is such that the effluent fluid level in the CCT exceeds the height of the "105.5 weir," effluent is then routed to the outfall via the third means of effluent discharge, the existing Effluent Pump Station (EPS).

The current rated capacity of the outfall is 50 mgd. The Consultant will analyze the three discharge options to determine the hydraulic capacity of the outfall at high and low tide.

The analysis will only study the hydraulic capacity of the piping and pumping of the outfall. Study of the dispersion of the effluent in the ocean and whether this dispersion meets permit requirements is not within the scope of the analysis.

6.1.10.1 Develop Hydraulic Model.

Consultant will develop a computerized hydraulic model of the OWTP outfall structure, the 42-inch gravity line, Big Red, and the EPS based on record drawing information provided by the City. The model will be developed using SewerGEMS developed by Bentley Systems, Inc.

6.1.10.2 Develop Scenarios.

Consultant will analyze the following scenarios:

1. 42-inch gravity line at high tide
2. 42-inch gravity line at low tide
3. Big Red at high tide
4. Big Red at low tide
5. EPS at high tide
6. EPS at low tide

6.1.10.3 Hydraulic Analysis

Consultant will perform a hydraulic analysis for each scenario (Scenarios 1 - 6) to determine the maximum flow allowable through the 42-inch gravity line, Big Red, and the EPS at both high and low tides.

6.1.10.4 Review Results with City and Perform Additional Analysis if Needed.

Consultant will document the hydraulic analysis findings using figures and tables and meet with the City to review the results. Consultant will incorporate comments from the City, perform additional analysis, and provide updated results, if needed.

- Deliverables: Draft and Final TM summarizing the pipeline video assessment, hydraulic analysis and results. The report will include recommendations on operating flows conveyed via the 42-inch gravity line, Big Red, and the EPS at high and low tides

6.1.11 Flood Level Investigation

OWTP is constructed in a low-lying area that is potentially vulnerable to riverine, coastal, and tsunami flood hazards due to its proximity to multiple flood sources – the J Street Drain to the west, the Oxnard Industrial Drain to the east, and the Ormond Beach Wetland and Pacific Ocean to the south. Consultant understands that the OWTP would like to better understand their vulnerability to these flood hazards and has expressed interest in funding an initial investigation to identify the existing conditions (i.e., not future conditions hydrology or sea level rise) flood hazards and sources of flooding at the site.

Consultant will conduct an initial data inventory and investigation of readily-available resources to summarize the existing riverine, coastal, and tsunami flood risk at the OWTP.

- Consultant will review the effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) from the Federal Emergency Management Agency (FEMA) to determine the effective Base Flood Elevation (BFE) at the site. AECOM will also identify the source any existing conditions flooding (i.e., riverine or coastal).
- Consultant will compile and review previously published data layers and maps (such as those produced by the State of California in 2009) that depict tsunami inundation hazards at the site and make a high-level assessment of OWTP's vulnerability to tsunami hazards.
- Consultant will coordinate and review the City's 2030 General Plan.
- Consultant will leverage data products from the in-progress California Coastal Analysis and Mapping Project (funded by FEMA) to develop a preliminary estimate of the coastal BFE at the site. This estimate of the BFE will be preliminary and subject to change pending the outcome of the FEMA coastal flood hazard analysis.
- Consultant will develop a brief TM summarizing the findings of the flood hazard investigation including maps and figures depicting the extent of flooding at the site. The Consultant will identify potential next steps for the OWTP depending on the outcome of the investigation.
- Layout for a "Flood Wall" including location, extents and height.

6.1.12 Effluent Pump Station

This task consists of evaluating elements for upgrade of the existing Effluent Pump Station (EPS) with a relocated EPS as outlined in the 2007 Effluent Pump Station Study Technical Memorandum.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.13 Solids Processing Facilities

This task consists of determining the scope and sequence of improvements to the sludge dewatering system and Solids Processing Building.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.14 DAF Thickeners

This task consists of analysis to replace the existing DAF thickeners and provide added thickener capacity to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.15 Cogeneration

This task consists of analysis to refurbish the Cogeneration Building to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.16 OWTP Buildings Overall Plan

This task consists of studying the long-term needs of OWTP and the functions of various buildings on site.

Consultant will undertake and complete investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Technical Memorandum. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final TM.
- Review Workshop Summary.
- Conceptual rendering for public meeting.

6.1.17 SCADA Upgrade and Replacement

This task consists of analysis to replace the SCADA system to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

➤ Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.2 PRELIMINARY DESIGN REPORT (NOT AUTHORIZED)

At the completion of Preliminary Design for the subtasks in 4.1, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed, and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding together.

The PDR will include the following chapters:

1. **Introduction and Objective**
2. **Background and Design Criteria**
3. **Alternatives Analysis** – Section will reiterate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
4. **Demolition** – Consultant shall determine the expected demolition phasing/approach for the existing facilities.
5. **Ancillary Systems** – Existing ancillary systems will be reviewed based on the impact expected from the recommended alternatives. A table summarizing the required modifications will be provided.
6. **Redundancy/Construction Sequencing** – An overview of general construction sequencing will be provided. The OWTP must maintain full operational capability during construction. Conflicts will be identified and mitigation measures proposed.
7. **Life Cycle Cost Analysis** – An analysis of life cycle costs including capital costs, operating costs and a calculation of 20-year present day value will be provided for the City's consideration. Any Opinion of the Construction Cost prepared by the Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City
8. **Conclusion** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan.
9. **Concept Drawings:** Develop up to figures illustrating the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the AECOM Project Manager, KEH Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 6.1 analyses. Key issues will be identified and discussed. The intent of the workshop is to confirm the recommendations of the pre-design efforts and alternatives analyses with City staff and identify any ongoing concerns that must be documented for addressing in the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the PDR preparation phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.
3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The final design packages, final design budget, schedule, and opinions of probable construction cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of each construction package.

- Deliverables: The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of each of the design packages.

6.3 PHASE 3 FINAL DESIGN (NOT AUTHORIZED)

This authorization will only advance the collection system odor control facilities into detailed design.

Other elements of the OWTP improvements will be authorized in a future amendment. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below:

Design Meetings

For each Package, Consultant has included three (3) Workshops as part of our scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings in Task 0.2.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than

five days following the meeting. The meeting minutes will document the discussions and decisions made.

Bid Documents (Plans and Specifications)

Following completion of the PDR, Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements. Technical specifications sections shall use the CSI numbering system.

Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.

- Specified quality control and testing requirements and responsibilities of the Contractor.
- Plan review for:
 - Consideration of special limitations imposed by the site.
 - Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and providing applicable revisions for each comment as applicable. Consultant will resubmit documents to the Plan Check as required. For the budgeting purposes, no resubmittals are anticipated.

6.3.1 Collection System Chemical Addition Facilities Detailed Design

Detailed design of the Collection System Odor Control Facilities includes the following in five bid packages:

- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Interim Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8).
- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

6.3.1.1 Design Meetings

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

6.3.1.2 Bid Documents

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above

6.3.1.3 Engineer's Opinion of Probable Construction Cost

➤ Deliverables:

- 60% Construction Cost Opinion Update as defined above.
- 90% Construction Cost Opinion Update as defined above.
- Final Construction Cost Opinion Update as defined above.

6.3.1.4 Constructability Review

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.1.5 Coordination with City Plan Check Department

➤ Deliverables:

- Plan Check comments and responses memorandum.
- Resubmittal of documents, if applicable (none are anticipated).

6.4 DETAILED DESIGN FOR OWTP IMPROVEMENTS (FUTURE AUTHORIZATION)

7.0 PHASE 4 POST DESIGN SERVICES (NOT AUTHORIZED)

Procurement Services for this Phase are anticipated to cover only the Collection System Chemical Addition Facilities and includes support for one bid package.

7.1 BID SUPPORT SERVICES (NOT AUTHORIZED)

7.1.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid openings at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

7.2 PROCUREMENT PHASE ASSISTANCE FOR OWTP IMPROVEMENTS

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support CM in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Request For Information (RFIs)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight & Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all four construction packages. Consultant will review and comment on

detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

8.2 POST DESIGN SERVICES FOR OWTP IMPROVEMENTS (NOT AUTHORIZED)

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. AECOM will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Associate, Technical Support, and Clerical staff.

Field staff will lead and support the following activities:

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which

include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action. CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.

- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to track change order proposals through the review and approval process.
- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 250) Contractor's Requests for Information (RFI), 50 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. AECOM will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for

general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. AECOM's staff will monitor the Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. AECOM will schedule, coordinate and monitor the compliance with the specified tests and frequency. AECOM will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. AECOM's subconsultant will provide the following:

- Provide Deputy Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 LABOR COMPLIANCE

AECOM's will employ a State-certified sub consultant to provide Labor Compliance. The attached Letter from Golden State Labor Compliance dated 9/23/14 provides

clarification of the scope and level of effort for this Task 6.2.14. Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.
- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.

Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)

10.1 POST CONSTRUCTION SERVICES

10.1.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)

11.1 Permitting Services – To Be Determined (NOT AUTHORIZED)

11.2 Environmental Services – To Be Determined (NOT AUTHORIZED)

11.3 Site Acquisition Services – To be Determined (NOT AUTHORIZED)

11.4 Conceptual Design Services – To Be Determined (NOT AUTHORIZED)

**Exhibit B
Schedule**

Task	Sub Task	Description	AUG	SEPT	OCT
0		Project Management - Rate Study Support			
	0.1	Project Management			
	0.1.1	Prepare Project Plan	X		
	0.1.2	Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis	X	X	X
	0.1.3	Project Management and QA/QC Coordination	X	X	
	0.2	Meetings and Workshops			
	0.2.1	Monthly Coordination Meetings	X	X	X
1		Conceptual Plan and Rate Study Support			
	1.1	Develop Interim Needs for OWTP	X	X	
	1.2	Concept Development for Future Treatment Facility	X	X	X
	1.3	Cost Projections for Capital Improvements	X	X	X
	1.4	Participation in Workshops	X	X	X
	1.5	Coordinate with Master Plan Consultant	X	X	X

Exhibit C

Task	Description	Hours (hr)	Phase 1 Planning Total Cost (\$)	Phase 2 Preliminary Design Total Cost (Not Authorized) (\$)	Phase 3 Final Design Total Cost (Not Authorized) (\$)	Phase 4 Post Design Total Cost (Not Authorized) (\$)
0.1	Project Management - Rate Study Support	356	\$ 68,377			
1.0	Conceptual Plan and Rate Study Support	819	\$ 150,097			
2.0	Project Management - Preliminary Design			\$ 318,914		
3.0	Preliminary Investigations					
3.1	Data Review & Site Investigations			\$ 61,118		
3.2	Coordinate with Master Plan Consultant			\$ 194,155		
3.3	Coordinate with Energy Coalition			\$ 28,095		
3.4	Field Survey			\$ 163,069		
3.5	Geotechnical			\$ 118,872		
4.0	Permitting			\$ 120,106		
6.1	Preliminary Design					
6.1.1	Secondary Treatment Improvements			\$ 240,907		
6.1.2	Emergency Generator & Main Switchgear Improvements			\$ 127,618		
6.1.3	Primary Clarifier Improvements			\$ 206,488		
6.1.4	Collection System Chemical Addition			\$ 182,478		
6.1.5	Early Warning System			\$ 97,525		
6.1.6	Headworks Improvements			\$ 200,000		
6.1.7	Anaerobic Digestion Improvements			\$ 250,000		
6.1.8	Non-Hazardous Liquid Waste Receiving Station			\$ 200,000		
6.1.9	Chlorination/Dechlorination Facilities			\$ 50,000		
6.1.10	Outfall Hydraulic Study			\$ 80,000		
6.1.11	Flood Level Investigation			\$ 35,000		
6.1.12	Effluent Pump Station			\$ 80,000		
6.1.13	Solids Processing Facilities			\$ 80,000		
6.1.14	DAFT Replacement and Expansion			\$ 80,000		
6.1.15	Cogeneration			\$ 70,000		
6.1.16	Buildings Overall Plan			\$ 100,000		
6.1.17	SCADA Upgrade and Replacement			\$ 200,000		
6.2	Preliminary Design Report			\$ 98,856		
6.3	Design					
6.3.1	Collection System Chemical Addition			\$ 396,532		
6.4.1	Secondary Treatment Improvements				\$ 2,500,000	
6.5.1	Emergency Generator & Main Switchgear Improvements				\$ 1,000,000	
6.6.1	Primary Clarifier Improvements				\$ 600,000	
6.7.1	Headworks Improvements				\$ 300,000	
6.8.1	Anaerobic Digestion Improvements				\$ 1,400,000	
6.9.1	Non-Hazardous Liquid Waste Receiving Station				\$ 250,000	
6.10.1	Chlorination/Dechlorination Facilities				\$ 300,000	
6.11.1	Effluent Pump Station				\$ 700,000	
6.12.1	Solids Processing Facilities				\$ 1,200,000	
6.13.1	DAFT Replacement and Expansion				\$ 500,000	
6.14.1	Cogeneration				\$ 1,000,000	
6.15.1	Administration/Operations Buildings				\$ 1,000,000	
6.16.1	SCADA Upgrade and Replacement				\$ 700,000	
7.0	Procurement Assistance					\$ 300,000
7.1	Collection System Chemical Addition			\$ 33,464		
8.0	Post Design Services					\$ 25,000,000
8.1	Collection System Chemical Addition			\$ 129,167		
10.0	Project Closeout					\$ 250,000
11.0	New Facility Conceptual Design					
11.1	Permitting Services					
11.2	Environmental Services					
11.3	Site Acquisition Services					
11.4	Conceptual Design Services					
	Total	1,175	\$ 218,475	\$ 3,942,366	\$ 11,450,000	\$ 25,550,000

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2015

Engineers, Planners, Architects, Scientists:

Student Assistant	\$ 87.00 per hour
Assistant I	\$ 106.00 per hour
Assistant II	\$ 121.00 per hour
Associate	\$ 142.00 per hour
Senior I	\$ 170.00 per hour
Senior II	\$ 196.00 per hour
Principal	\$ 235.00 per hour
Company Officer	\$ 255.00 per hour
Special Consultant	\$ 199.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 118.00 per hour
Senior Resident Project Representative	\$ 137.00 per hour
Resident Engineer	\$ 168.00 per hour
Construction Services Manager	\$ 221.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 76.00 per hour
Administrative Specialist	\$ 89.00 per hour
Drafter/CADD Technician	\$ 79.00 per hour
Assistant CADD Operator	\$ 92.00 per hour
Designer/CADD Operator	\$ 104.00 per hour
Senior Designer/Design CADD Operator	\$ 121.00 per hour
Design/CADD Supervisor	\$ 134.00 per hour

General Project Expenses ^{1/}

8.5% of Labor

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sales tax, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Fee schedule is subject to change annually.

^{1/} Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).

ATTACHMENT NO. 1
PAGE 46 OF 58

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
-----------------	-----------------------

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**

PRODUCER

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
 ☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ 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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2015

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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510-AECOM--15-16 Camari GLALP 06 2017	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company 16535 A+ INSURER B: National Union Fire Insurance Co. of Pittsburgh, PA 19445 A INSURER C: Illinois Union Insurance Co 27960 A++ INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** LOS-001881781-01 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 ""CLAIMS MADE""	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense Included

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

Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant.

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Marsha Eubanks, Risk Manager 300 West Third Street, Suite 302 Oxnard, CA 93030	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 of Marsh Risk & Insurance Services David Denihan <i>David Denihan</i>
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POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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):
Only those where required by contract.

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.

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

AECOM and Its Subsidiaries

Endorsement Effective Date:

04/01/2015

SCHEDULE

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

Only those where required by written contract.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

7/13/2015

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 Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1075642 AECOM AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo CA 93012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Insurance Company of the State of PA		19429
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES AECTE01

CERTIFICATE NUMBER: 13573083

REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	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 Y	N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	X PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No., 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

13573083

City of Oxnard
Marsha Eubanks, Risk Manager
300 W. Third St., Ste. 302
Oxnard CA 93030

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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Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ, PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2015

forms a part of Policy
No.

WC 028328280
WC 028328288

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program _____
Manager: Thien Ng, P.E.

Date: July 28, 2025
Phone: 432-3575

Reason for Appropriation:

To fund consulting agreement with AECOM Technical Services for initial phase of the Wastewater Treatment Plant Improvements Design Project.

Accounts and Descriptions

AMOUNT

Fund: **621 Wastewater Treatment Fund**

Expenditures/Transfers Out

CIP 136605 - Biotowers Rebuild

621-6631-821.86-05 Improvements - Not Building Major Repairs (218,475)

Sub-total Expenditures (218,475)

Wastewater Treatment Operating Budget (621)

621-6202-842.82-09 Services - Other Professional/Contractor 218,475

Sub-total Expenditures 218,475

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

ME Dawd
BC Campbell

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012