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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

# AGENDA
# OXNARD CITY COUNCIL
# PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
October 27, 2020
**Regular Meeting - 11:00 AM to 12:15 PM**

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 8:00 a.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 8:00 a.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen 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. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

## C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the October 13, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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.

**Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)**

D. REPORTS

1. Public Works Department

SUBJECT: Channel Islands Beach Community Services District Third Amendment for Wastewater Transportation and Treatment Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7864 with Channel Islands Beach Community Services District to extend the term from December 31, 2020, to December 31, 2022 for wastewater transportation and treatment services.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Third Amendment with Aquatic Bioassay Laboratories, Inc. for Ocean Monitoring and Testing Services. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of $963,093 for a new not to exceed contract amount of $2,123,026 and to extend the term from June 30, 2021, to November 30, 2023, for ocean monitoring and testing services.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Amendment of Designated Heavy Container (Oversized Vehicles) Corridors. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council adopt a resolution, pursuant to Oxnard City Code Section 19-242, amending the list of Routes that may be used for transportation of Heavy Containers by adding the following road segments:
1. Fifth Street from Rose Avenue to Rice Avenue;
2. Rose Avenue from Third Street to Fifth Street;
3. Third Street from Juanita Avenue to Rose Avenue.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

# M I N U T E S
# OXNARD CITY COUNCIL
# PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
October 13, 2020

## A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:03 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Megan Schneider, Water Conservation Outreach Coordinator; Grant Dunne, Environmental Resources Management Analyst; Tatiana Arnaout, City Engineer; and Michelle Ascencion, City Clerk.

## B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

## C. CONSENT AGENDA

### City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the September 22, 2020 regular meeting as presented.

*It was moved by Member Flynn, seconded by Member MacDonald,* to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

## D. REPORTS

### Public Works Department

1. SUBJECT: Purchase Order to Eagle Aerial Photography, Inc. for Water Conservation Software.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the City Manager to execute a Purchase Order and sole source authorization with Eagle Aerial Photography, Inc. for a three-year term in the amount of $126,675 for a subscription to WaterView, water conservation software.

The Water Conservation Outreach Coordinator gave a report. Public comments were received from James Aragon. Discussion ensued among the Committee and staff.

*It was moved by Member MacDonald, seconded by Member Flynn,* to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

DRAFT

2. SUBJECT: Purchase Orders to McLaughlin Waste Equipment, Inc. and Confab Manufacturing Company, LLC. for Purchase of Metal Refuse Containers.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute:
1. A Purchase Order with McLaughlin Waste Equipment, Inc. for an amount not to exceed $1,095,000 for a three (3) year term for purchase of metal refuse containers; and
2. A Purchase Order with Confab Manufacturing Company, LLC. for an amount not to exceed $105,000 for a three (3) year term for purchase of metal refuse containers.

The Grant Dunne, Environmental Resources Management Analyst gave a report. Public comments were received from James Aragon. Discussion ensued among the Committee and staff.

*It was moved by Member Flynn, seconded by Member MacDonald,* to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Amendments to Chapter 18 (Floodplain Management) of the Oxnard City Code.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve the first reading by title only and subsequent adoption of an ordinance amending various sections of Chapter 18 (Floodplain Management) of the Oxnard City Code to comply with the current California Model Floodplain Management Ordinance.

The City Engineer gave a report. Discussion ensued among the Committee and staff.

*It was moved by Member MacDonald, seconded by Chair Perello,* to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Review and Prioritize Councilmember Agenda Requests.
RECOMMENDATION: That the Public Works and Transportation Committee review and prioritize Councilmember agenda requests.

The City Manager gave a report. Discussion ensued among the Committee and staff. Committee Members discussed their preferences and provided direction. No formal action was required.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 12:38 p.m.

| | |
|---|---|
| MICHELLE ASCENCION, CMC<br>City Clerk | BERT E. PERELLO<br>Chair |

DRAFT

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.1**

**DATE:** October 27, 2020

**TO:** Public Works and Transportation Committee

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Channel Islands Beach Community Services District Third Amendment for Wastewater Transportation and Treatment Services. (5/5/5)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7864 with Channel Islands Beach Community Services District to extend the term from December 31, 2020, to December 31, 2022 for wastewater transportation and treatment services.

## BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) provides wastewater treatment to residents of Oxnard, Port Hueneme, Channel Islands Beach Community Services District (Channel Islands), Ventura County Naval bases, El Rio, Nyeland Acres, Los Posas Estates, and other unincorporated Ventura County areas. The OWTP treats approximately 20 million gallons of wastewater per day (MGD) and has a rated capacity of 31.7 MGD.

Channel Islands provides utility services to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea, Silverstrand Beach, and several Ventura County owned parcels adjacent to Channel Islands Harbor.

On May 17, 2016, the City of Oxnard approved agreement A-7864 with Channel Islands for wastewater treatment and transportation. Under agreement A-7864 both parties agreed to keep the terms and conditions set forth by predecessor Agreement A-6680 except the terms and conditions that are contrary or inconsistent to A-7864. The purpose of the agreement was to engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement.

As of February 5, 2019, the City of Oxnard has amended A-7864 twice for the purpose of continuing good faith negotiations with Channel Islands. During this time, a study by a third party consultant was completed. The study evaluated a number of alternatives that met the goals of a future agreement, namely to: (1) simplify the agreement; (2) promote fairness; (3) provide transparency; (4) eliminate back and forth payments between the agencies; and, (5) align infrastructure ownership with the source of wastewater. The recommendations of the study provide the basis for a new agreement.

## DISCUSSION

Under the current agreement, Channel Islands reimburses the City of Oxnard for the treatment of wastewater received at the OWTP on a quarterly basis based on the Oxnard regional formula rate in Ordinance No. 2907. In return, Oxnard reimburses Channel Islands for the use and maintenance of sewer lines within their jurisdiction on a quarterly basis based on the single family residential rate in Ordinance No. 2917. A primary goal of a new sewer use agreement is to eliminate the two-way interagency billing between Oxnard and Channel Islands. The implementation of the study recommendations will result in a single sewer bill from Oxnard to Channel Islands.

As previously stated, the recommendations of the study included transfer of ownership of sewer infrastructure, metering all flows, realignment of service districts, inclusion of industrial pretreatment program requirements, and the basis for billing. To meet the requirements of the recommendations, more time is needed to negotiate the details of a future sewer use agreement between both agencies.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## FINANCIAL IMPACT

The cost for this two year extension with Channel Islands Beach Community Services District is $1,990,078.70, with a cost of $497,519.68 in Fiscal Year 2020-21. This cost will be funded using existing appropriations from the Wastewater Operating Fund (611-6103-844-8269). The remaining contract balance will be requested in subsequent fiscal year budgets.

| Channel Islands Beach Community Services District A-7864<br>Expense Agreement 611-6103-844-8269 | | | |
|---|---|---|---|
| Division | Period | Spending Plan | Contract Value |
| Wastewater | January 1, 2021 to June 30, 2021 | $497,519.68 | $497,519.68 |
| Wastewater | July 1, 2021 to June 30, 2022 | $995,039.35 | $1,492,559.03 |
| Wastewater | July 1, 2022 to December 31, 2022 | $497,519.68 | $1,990,078.71 |

The revenue for this two year extension with Channel Islands Beach Community Services District is $1,860,415.68, with $465,103.92 to be received in Fiscal Year 2020-21. This revenue is budgeted in the Wastewater Treatment Fund (621-6202-613-7686).

| Channel Islands Beach Community Services District A-7864<br>Revenue Agreement 621-6202-613-7686 | | | |
|---|---|---|---|
| Division | Period | Revenue Plan | Contract Value |
| Wastewater | January 1, 2021 to | $465,103.92 | $465,103.92 |

| | | | |
|---|---|---|---|
| | June 30, 2021 | | |
| Wastewater | July 1, 2021 to June 30, 2022 | $930,207.84 | $1,395,311.76 |
| Wastewater | July 1, 2022 to December 31, 2022 | $465,103.92 | $1,860,415.68 |

*Prepared by: Jan Hauser, Wastewater Division Manager, Thien Ng, Assistant Public Works Director*

**ATTACHMENTS**

1. Channel Islands Beach - A-7864 (A3)
2. Original A-7864 and A-6680 - First and Second Amendments
3. CIBCSD Presentation

**Agreement No. A-7864**

# THIRD AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT

This Third Amendment ("Third Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* ("Channel Islands"). This Third Amendment amends the Agreement entered into on May 17, 2016, by City and Channel Islands. The Agreement previously has been amended on November 30, 2016, by a First Amendment, and on February 5, 2019, by a Second Amendment.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2020," is replaced with the date "December 31, 2022."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2022. The Parties shall develop a schedule for the time period between December 31, 2020, and December 31, 2022, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Agreement No. A-7864**

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**CHANNEL ISLANDS BEACH**
COMMUNITY SERVICES DISTRICT

Robert Nast, Board President[2] Date

John Matthews, General Counsel Date

Peter Martinez, General Manager Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

A-7864

# WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Wastewater Transportation and Treatment Agreement ("Agreement") is entered by and between the City of Oxnard, a municipal corporation("Oxnard") and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., ("Channel Islands"). Oxnard and Channel Islands may be referred to in this Agreement individually as "Party" or collectively as "Parties."

## RECITALS

A. Oxnard and Channel Islands entered into an Agreement for wastewater transportation and treatment services on July 11, 2006 ("Oxnard Agreement No. A-6680").

B. Oxnard Agreement No. A-6680 was amended by a First Amendment on December 16, 2008 ("First Amendment") and by a Second Amendment on July 30, 2013 ("Second Amendment").

C. Although Oxnard Agreement No. A-6680, as amended, provided that its term may be extended by the Parties, the Parties inadvertently failed to extend the term and, therefore, Oxnard Agreement No. A-6680, as amended, terminated on December 31, 2013.

D. The Parties now desire to enter into this Agreement in order that the terms and conditions agreed upon by the Parties and set forth in Oxnard Agreement No. A-6680, as amended, shall govern the period from July 1, 2015 through December 31, 2016, except those terms and conditions that are contrary to or inconsistent with the terms and conditions set forth in this Agreement.

E. The Parties further desire to acknowledge the following:

   a. All costs for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of December 31, 2013 through June 30, 2014 have been paid in full by Oxnard.

   b. All costs for wastewater transportation and treatment owed by Channel Islands to Oxnard for the period of December 31, 2013 through June 30, 2014 have been paid in full by Channel Islands.

   c. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is $570,684.36.

   d. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is $607,716.68.

## AGREEMENT

**NOW, THEREFORE**, it is agreed as follows:

1. The Recitals set forth above are true and correct and incorporated in this Agreement as if set forth in full.



COUNCIL
5-17-2016 N-9(1)
DATE

2. This Agreement shall become effective upon execution by both Parties ("Effective Date") and terminate on December 31, 2016, unless extended by mutual agreement of the Parties in writing.

3. Except as otherwise provided herein or to the extent they are contrary to or inconsistent with the terms of this Agreement, the terms and conditions set forth in Oxnard Agreement No. A-6680, as amended, shall constitute the terms and conditions of this Agreement. Oxnard Agreement No. A-6680, as amended, is attached hereto as Exhibit A and incorporated by this reference.

4. To the extent required, the dates set forth in Oxnard Agreement No. A-6680, as amended, shall be adjusted to reflect the terms and conditions of this Agreement.

5. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is $570,684.36. Oxnard shall pay this amount to Channel Islands within 10 business days of the Effective Date of this Agreement.

6. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is $607,716.68. Channel Islands shall pay the amount owed to Oxnard within 20 business days of the Effective Date of this Agreement.

7. Paragraph 4 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of $147,466.29. The second quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $147,466.29

8. Paragraph 5 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period July 1, 2015 through September 30, 2015 in the amount of $4,462.96. The second quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $4,462.96.

9. The first quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 6 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of $142,671.09. The second quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $142,671.09.

10. The Parties may, by mutual written agreement, either extend the effective term of this Agreement beyond December 31, 2016 or modify any of its terms and conditions.

11. The Parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2016.

CITY OF OXNARD

Tim Flynn, Mayor

DATE: 5/17/2016

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

Chairman of the Board

DATE: 2/2/16

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, ~~Interim~~ City Attorney

APPROVED AS TO FORM:

John Matthews, District General Counsel

APPROVED AS TO INSURANCE:

Risk Manager

RDM APPROVED AS TO CONTENT:

Daniel Rydberg, P.E.
Public Works Director

APPROVED AS TO CONTENT:

Jared Bouchard, Secretary of the Board

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

EXHIBIT A

Agreement No. A-6680

# WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

## RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported



COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

## AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

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

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, 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 the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City'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 the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands 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.

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

15. Governing Law

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

16. Compliance with Laws

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

17. City and Channel Islands 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.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands 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 Channel Islands 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.

19. Counterparts

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

20. Expenses of Enforcement

Channel Islands 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.

21. 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. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:

353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands 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 Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands 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**

By: _____
Dr. Thomas E. Holden, Mayor

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

# EXHIBIT A
## Channel Islands Beach CSD Facilities

**Lift Station A**

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

**Lift Station B**

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

**Lift Station H**

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

**FORCEMAINS**

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

**Table 1**
**Summary of Sewer Forcemains**

| Forcemain | Street | Size | Material | Length |
|---|---|---|---|---|
| A | Roosevelt Boulevard | 8-Inch | AC | 589 |
| | Victoria Avenue | 8-Inch | AC | 967 |
| | | 8-Inch | PVC | 3,279 |
| | | 8-Inch | Techite | 2,144 |
| | Subtotal | N/A | N/A | 6,979 |
| B | La Crescenta Avenue | 8-Inch | AC | 167 |
| | Sunset Lane | 8-Inch | AC | 1,868 |
| | Channel Islands Boulevard | 8-Inch | AC | 896 |
| | | 12-Inch | AC | 1,114 |
| | | 12-Inch | CI | 585 |
| | | 12-Inch | DI | 16 |
| | | 12-Inch | PVC | 1,512 |
| | Subtotal | N/A | N/A | 6,158 |

| | | | | |
|---|---|---|---|---|
| H | Channel Islands Boulevard | 6-Inch | DI | 198 |
| Total | N/A | N/A | N/A | 13,335 |

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.

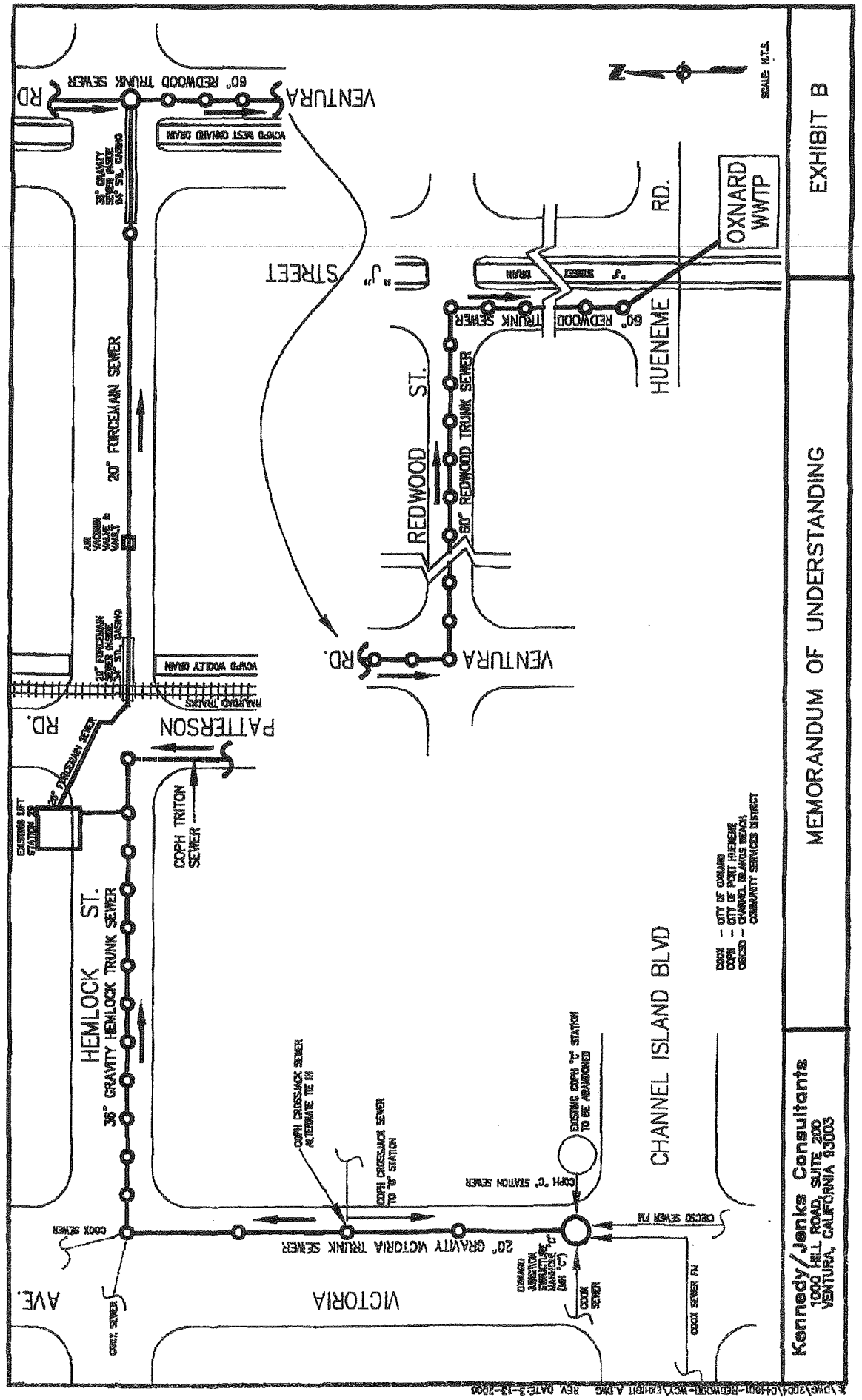
EXHIBIT B
MEMORANDUM OF UNDERSTANDING
Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003
SCALE: N.T.S.
N
OXNARD WWTP
HUENEME RD.
"J" STREET
"F" STREET
DRAIN
60" REDWOOD TRUNK SEWER
REDWOOD ST.
VENTURA RD.
VENTURA RD.
VCWPD WEST OXNARD DRAIN
VCWPD WOOLEY DRAIN
RAILROAD TRACKS
PATTERSON RD.
20" FORCEMAIN SEWER
AIR VACUUM VALVE #
20" GRAVITY SEWER PIPE IN 24" STL CASING
EXISTING LIFT STATION #3
COPH TRITON SEWER
HEMLOCK ST.
36" GRAVITY HEMLOCK TRUNK SEWER
CHANNEL ISLAND BLVD
COPH CROSSJACK SEWER ALTERNATE TIE IN
COPH CROSSJACK SEWER TO "G" STATION
EXISTING COPH "G" STATION TO BE ABANDONED
COPH "G" STATION SEWER
COOX SEWER
OBCSD SEWER FM
20" GRAVITY VICTORIA TRUNK SEWER
VICTORIA AVE.
COOX SEWER
COOX SEWER FM
COOX - CITY OF OXNARD
COPH - CITY OF PORT HUENEME
OBCSD - CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

| Reach | Description | Peak Capacity (MGD) | COOX (MGD) | % Capacity | COPH PWWF (MGD) | % Capacity | CIBCSD PWWF (MGD) | % Capacity |
|---|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | 2.15 | 1.03 | 47.67 | 0.225 | 10.47 | 0.9 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | 11.69 | 10.57 | 90.38 | 0.225 | 1.92 | 0.9 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | 11.69 | 10.12 | 86.53 | 0.675 | 5.77 | 0.9 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | 18.3 | 16.73 | 91.39 | 0.675 | 3.69 | 0.9 | 4.92 |
| 5 | Redwood Trunk Sewer | 45.63 | 44.06 | 96.55 | 0.675 | 1.48 | 0.9 | 1.97 |

| Reach | Description | Construction Bid Cost | Change Orders Cost | Const. Mgmt. Cost | Eng. Costs | Total Costs | |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line (estimate) | $960,000 | $0 | $250,000 | $87,500 | $1,297,500 | Open Cut Construction |
| 2 | Hemlock Trunk to MH AT+68 | $4,182,407 | $1,287,500 | $366,995 | $144,450 | $5,981,352 | |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $46,518 | $0 | $4,082 | $1,613 | $52,213 | |
| 4 | LS 29 and Hemlock Force Main | $3,951,772 | $0 | $1,006,416 | $607,436 | $5,565,624 | |
| 5 | Redwood Trunk Sewer | $21,652,269 | $584,911 | $1,017,715 | $585,154 | $23,840,049 | |

| Reach | Description | COOX Cost | COOX % | COPH Cost | COPH % | CIBCSD Cost | CIBCSD % |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | $618,576 | 47.67 | $135,785 | 10.47 | $543,140 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | $5,405,730 | 90.38 | $115,124 | 1.92 | $460,498 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $45,178 | 86.53 | $3,015 | 5.77 | $4,020 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | $5,086,615 | 91.39 | $205,289 | 3.69 | $273,719 | 4.92 |
| 5 | Redwood Trunk Sewer | $23,017,168 | 96.55 | $352,663 | 1.48 | $470,218 | 1.97 |
| | Totals | $34,173,267 | | $811,877 | | $1,751,594 | |

G:\PROJECTS\2005\0589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

A-6680

# AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

## RECITALS

A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.

2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of $543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.

3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands ($543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for



COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.

5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political subdivision of the State of California

By _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO CONTENT

By _____
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By _____
Alan Holmberg, Acting City Attorney

ATTEST

By _____
Daniel Martinez, City Clerk

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq.

By _____

# Exhibit A

Agreement No. A-6680

## WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

## RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District,* certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported



COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

## AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

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

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, 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 the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City'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 the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands 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.

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

15. Governing Law

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

16. Compliance with Laws

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

17. City and Channel Islands 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.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands 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 Channel Islands 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.

19. Counterparts

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

20. Expenses of Enforcement

Channel Islands 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.

21. 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. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands 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 Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands 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**

By: _____
Dr. Thomas E. Holden, Mayor

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

# EXHIBIT A
## Channel Islands Beach CSD Facilities

### Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

### Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

**Lift Station H**

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

## FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

**Table 1**
**Summary of Sewer Forcemains**

| Forcemain | Street | Size | Material | Length |
|---|---|---|---|---|
| A | Roosevelt Boulevard | 8-Inch | AC | 589 |
| | Victoria Avenue | 8-Inch | AC | 967 |
| | | 8-Inch | PVC | 3,279 |
| | | 8-Inch | Techite | 2,144 |
| | Subtotal | N/A | N/A | 6,979 |
| B | La Crescenta Avenue | 8-Inch | AC | 167 |
| | Sunset Lane | 8-Inch | AC | 1,868 |
| | Channel Islands Boulevard | 8-Inch | AC | 896 |
| | | 12-Inch | AC | 1,114 |
| | | 12-Inch | CI | 585 |
| | | 12-Inch | DI | 16 |
| | | 12-Inch | PVC | 1,512 |
| | Subtotal | N/A | N/A* | 6,158 |

| | | | | |
|---|---|---|---|---|
| H | Channel Islands Boulevard | 6-Inch | DI | 198 |
| Total | N/A | N/A | N/A | 13,335 |

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.

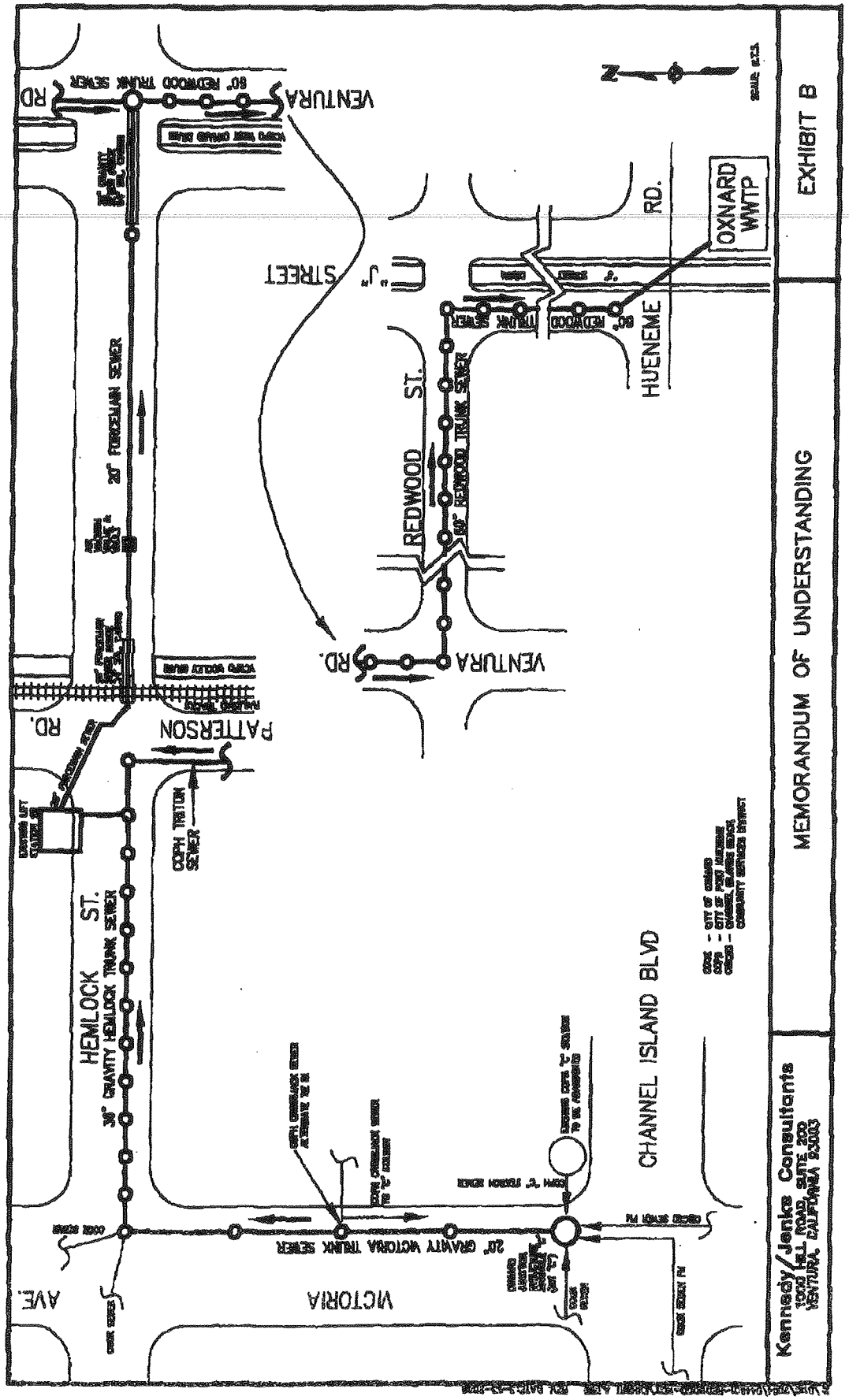
EXHIBIT B
MEMORANDUM OF UNDERSTANDING
Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003
OXNARD WWTP
HUENEME RD.
"J" STREET
REDWOOD ST.
60" REDWOOD TRUNK SEWER
VENTURA RD.
PATTERSON RD.
20" PORCELAIN SEWER
HEMLOCK ST.
36" GRAVITY HEMLOCK TRUNK SEWER
CHANNEL ISLAND BLVD
20" GRAVITY VICTORIA TRUNK SEWER
VICTORIA AVE.

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

| Reach | Description | Peak Capacity (MGD) | COOX (MGD) | % Capacity | COPH PWWF (MGD) | % Capacity | CIBCSD PWWF (MGD) | % Capacity |
|---|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | 2.15 | 1.03 | 47.67 | 0.226 | 10.47 | 0.9 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | 11.69 | 10.57 | 90.38 | 0.225 | 1.92 | 0.9 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | 11.69 | 10.12 | 86.53 | 0.675 | 5.77 | 0.9 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | 18.3 | 16.73 | 91.39 | 0.675 | 3.69 | 0.9 | 4.92 |
| 5 | Redwood Trunk Sewer | 45.63 | 44.06 | 96.55 | 0.675 | 1.48 | 0.9 | 1.97 |

| Reach | Description | Construction Bid Cost | Change Orders Cost | Const. Mgmt. Cost | Eng. Costs | Total Costs | |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line (estimate) | $960,000 | $0 | $250,000 | $87,500 | $1,297,500 | Open Cut Construction |
| 2 | Hemlock Trunk to MH AT+68 | $4,182,407 | $1,287,500 | $366,995 | $144,450 | $5,981,352 | |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $46,516 | $0 | $4,082 | $1,613 | $52,213 | |
| 4 | LS 29 and Hemlock Force Main | $3,951,772 | $0 | $1,006,416 | $607,436 | $5,565,624 | |
| 5 | Redwood Trunk Sewer | $21,652,269 | $584,911 | $1,017,715 | $585,154 | $23,840,049 | |

| Reach | Description | COOX Cost | COOX % | COPH Cost | COPH % | CIBCSD Cost | CIBCSD % |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | $618,576 | 47.67 | $135,785 | 10.47 | $543,140 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | $5,405,730 | 90.38 | $115,124 | 1.92 | $460,498 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $45,178 | 86.53 | $3,015 | 5.77 | $4,020 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | $5,086,615 | 91.39 | $205,289 | 3.69 | $273,719 | 4.92 |
| 5 | Redwood Trunk Sewer | $23,017,168 | 96.55 | $352,663 | 1.48 | $470,218 | 1.97 |
| | Totals | $34,173,287 | | $811,877 | | $1,751,594 | |

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5/18/2006

A-6680

# SECOND AMENDMENT TO AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

## RECITALS

A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.

B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.

C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.

D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.

E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.

F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.



COUNCIL APPROVAL
DATE 7-30-13 AGENDA S-14

**NOW, THEREFORE**, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.

2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.

3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.

4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents ($1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.

5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

   "Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents ($61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents ($142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.

   a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).

   b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents ($1,024,695.69).

7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents ($73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.

9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..

10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:

    a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.

        i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14th and 16th of each month.

        ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14th and 16th of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.

    b. The $10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.

    c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.

    d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:

        i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the

potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

11. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Keith Moore, Vice Chairman of the Board

APPROVED AS TO CONTENT:

Jared Bouchard, Secretary of the Board

APPROVED AS TO FORM:

John Matthews, District General Counsel

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

# Exhibit A

Agreement No. A-6680

## WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

## RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported



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to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

## AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

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

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, 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 the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City'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 the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands 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.

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

15. Governing Law

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

16. Compliance with Laws

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

17. City and Channel Islands 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.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands 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 Channel Islands 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.

19. Counterparts

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

20. Expenses of Enforcement

Channel Islands 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.

21. 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. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands 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 Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands 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**

By: _____
Dr. Thomas E. Holden, Mayor

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

# EXHIBIT A
## Channel Islands Beach CSD Facilities

### Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

### Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

**Lift Station H**

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

## FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

**Table 1**
**Summary of Sewer Forcemains**

| Forcemain | Street | Size | Material | Length |
|---|---|---|---|---|
| A | Roosevelt Boulevard | 8-Inch | AC | 589 |
| | Victoria Avenue | 8-Inch | AC | 967 |
| | | 8-Inch | PVC | 3,279 |
| | | 8-Inch | Techite | 2,144 |
| | Subtotal | N/A | N/A | 6,979 |
| B | La Crescenta Avenue | 8-Inch | AC | 167 |
| | Sunset Lane | 8-Inch | AC | 1,868 |
| | Channel Islands Boulevard. | 8-Inch | AC | 896 |
| | | 12-Inch | AC | 1,114 |
| | | 12-Inch | CI | 585 |
| | | 12-Inch | DI | 16 |
| | | 12-Inch | PVC | 1,512 |
| | Subtotal | N/A | N/A | 6,158 |

| | | | | |
|---|---|---|---|---|
| H | Channel Islands Boulevard | 6-Inch | DI | 198 |
| Total | N/A | N/A | N/A | 13,335 |

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.

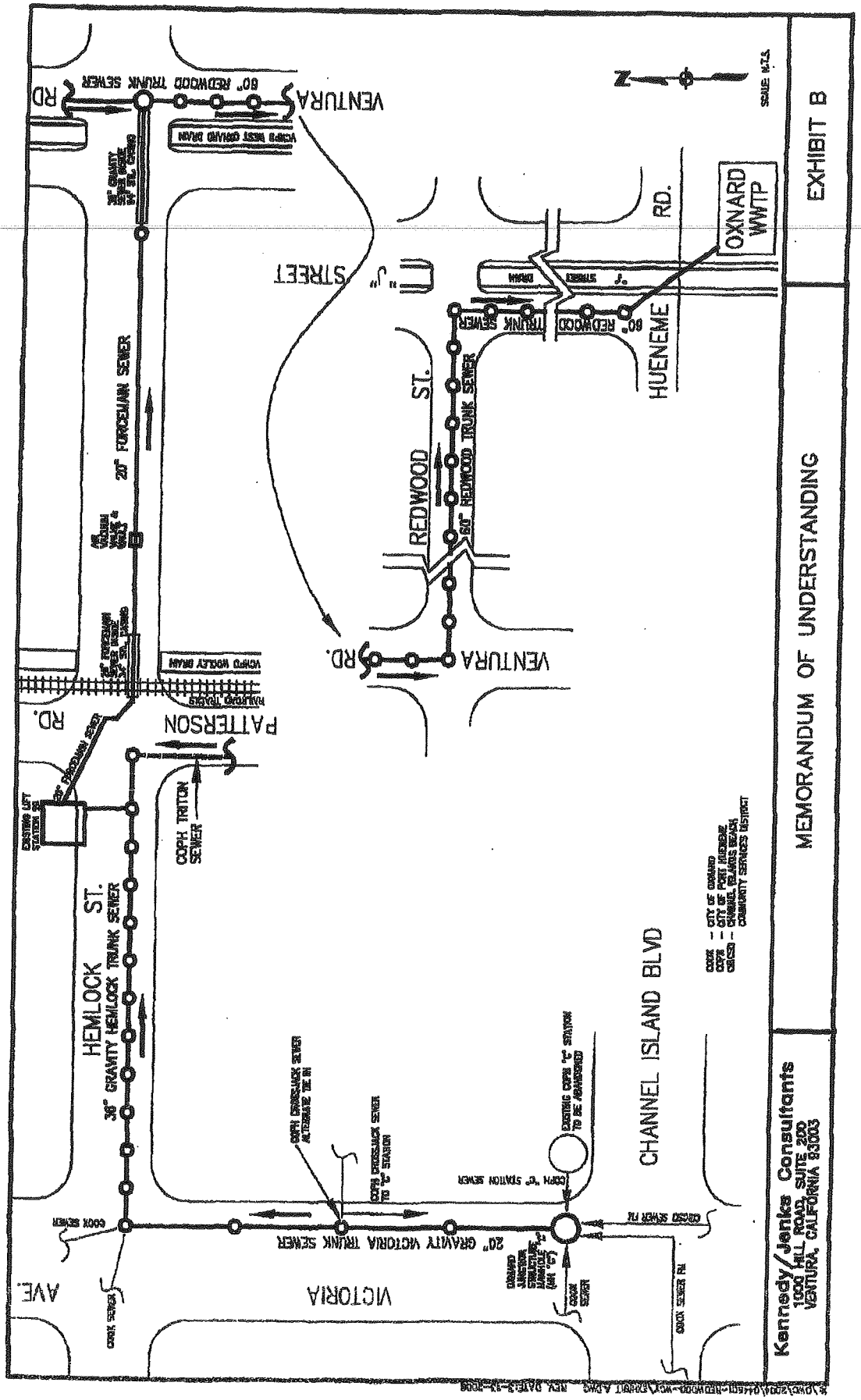
EXHIBIT B
MEMORANDUM OF UNDERSTANDING
Kennedy/Jenks Consultants
1300 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003
OXNARD WWTP
HUENEME RD.
"J" STREET
REDWOOD ST.
60" REDWOOD TRUNK SEWER
VENTURA RD.
20" FORCEMAIN SEWER
PATTERSON RD.
COPH TRITON SEWER
HEMLOCK ST.
36" GRAVITY HEMLOCK TRUNK SEWER
CHANNEL ISLAND BLVD
20" GRAVITY VICTORIA TRUNK SEWER
VICTORIA AVE.
COOK SEWER
COOK SEWER PM
COPH "G" STATION SEWER
COPH "G" STATION TO BE ABANDONED
COPH CHANNELSIDE SEWER ALTERNATE TIE IN
COPH CHANNELSIDE SEWER TO "G" STATION
COOK - CITY OF OXNARD
COPH - CITY OF PORT HUENEME
CISCSD - CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
SCALE: N.T.S.

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

| Reach | Description | Peak Capacity (MGD) | COOX (MGD) | % Capacity | COPH PWWF (MGD) | % Capacity | CIBCSD PWWF (MGD) | % Capacity |
|---|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | 2.15 | 1.03 | 47.67 | 0.225 | 10.47 | 0.9 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | 11.69 | 10.57 | 90.38 | 0.225 | 1.92 | 0.9 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | 11.69 | 10.12 | 86.53 | 0.675 | 5.77 | 0.9 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | 18.3 | 16.73 | 91.39 | 0.675 | 3.69 | 0.9 | 4.92 |
| 5 | Redwood Trunk Sewer | 45.63 | 44.06 | 96.55 | 0.675 | 1.48 | 0.9 | 1.97 |

| Reach | Description | Construction Bid Cost | Change Orders Cost | Const. Mgmt. Cost | Eng. Costs | Total Costs | |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line (estimate) | $960,000 | $0 | $250,000 | $87,500 | $1,297,500 | Open Cut Construction |
| 2 | Hemlock Trunk to MH AT+68 | $4,182,407 | $1,287,500 | $366,995 | $144,450 | $5,981,352 | |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $46,518 | $0 | $4,082 | $1,613 | $52,213 | |
| 4 | LS 29 and Hemlock Force Main | $3,951,772 | $0 | $1,006,416 | $607,436 | $5,565,624 | |
| 5 | Redwood Trunk Sewer | $21,652,269 | $584,911 | $1,017,715 | $585,154 | $23,840,049 | |

| Reach | Description | COOX Cost | COOX % | COPH Cost | COPH % | CIBCSD Cost | CIBCSD % |
|---|---|---|---|---|---|---|---|
| 1 | Victoria Avenue Line | $618,576 | 47.67 | $135,785 | 10.47 | $543,140 | 41.86 |
| 2 | Hemlock Trunk to MH AT+68 | $5,405,730 | 90.38 | $115,124 | 1.92 | $460,498 | 7.70 |
| 3 | Hemlock Trunk - MH AT+68 to LS 29 | $45,178 | 86.53 | $3,015 | 5.77 | $4,020 | 7.70 |
| 4 | LS 29 and Hemlock Force Main | $5,086,615 | 91.39 | $205,289 | 3.69 | $273,719 | 4.92 |
| 5 | Redwood Trunk Sewer | $23,017,168 | 96.55 | $352,663 | 1.48 | $470,218 | 1.97 |
| | Totals | $34,173,267 | | $811,877 | | $1,751,594 | |

G:\PROJECTS\2005\0589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

# Exhibit B

A-6680

## AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

### RECITALS

A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.

2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of $543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.

3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands ($543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for



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the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.

5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political subdivision of the State of California

By _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO CONTENT

By _____
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By _____
Alan Holmberg, Acting City Attorney

ATTEST

By _____
Daniel Martinez, City Clerk

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq.

By _____

Exhibit C

# City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District
Attn: Mr. James D. Kuykendall, P.E.
353 Santa Monica Drive
Channel Islands Beach, CA 93035

**REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSD)**

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how COPH will charge CIBCSD for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of COPH and CIBCSD wastewater having been recorded, COPH proposes that in lieu of continued sampling (which cost $21,420 in calendar year 2005), CIBCSD's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSD's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSD disconnects, as set forth in the final settlement agreement, from COPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of $33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently $12,133.50 per month, makes the total monthly charge payable to COPH from CIBCSD $45,936.50. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSD's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

City of Port Hueneme
Attn: Utility Services Director
250 North Ventura Road
Port Hueneme, CA 93041

250 North Ventura Road • Port Hueneme, California 93041 • Phone (805) 986-6500

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,

CARRIE MATTINGLY
UTILITY SERVICES DIRECTOR

If the above is acceptable to your agency, please indicate with your signature below.

James D. Kuykendall, P.E.
General Manager, Channel Islands Beach Community Services District

c: City Manager
City Attorney
Financial Services Director
Wastewater Superintendent

- Facility Users Charge Table

## FACILITY USER CHARGES TABLE

CIBCSD average flow and loading January 2005 – December 2005:
Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month
Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month
Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

$496.986 per million gallons
$171.501 per thousand pounds of BOD
$215.349 per thousand pounds TSS

CIBCSD treatment and disposal fee based on Oxnard's current charges

| | Quantity | X | Rate | Total $ |
|---|---|---|---|---|
| Flow | 27.73 | X | $496.845 | $13,777 |
| BOD | 52.9 | X | $171.501 | $9,072 |
| TSS | 50.87 | X | $215.349 | $10,954 |
| Total | | | | $33,803 |

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

# Exhibit D

AECOM

AECOM
5851 Thille Street, Suite 201
Ventura, CA 93003
www.aecom.com

(805) 644-9704 Tel
(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager
**Channel Islands Beach**
**Community Services District**
353 Santa Monica Drive
Channel Islands Beach, CA 93035

**Subject: Forcemain Cost Sharing Evaluation**
**Project No. 60212048**

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

**Revised Approach**

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District – Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that develoment within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.

**TABLE 1**
**ESTIMATED FUTURE HARBOR WASTEWATER FLOWS**

| Forcemain | Pipe Segment | Area Description | Area[a] (acres) | Land Use Demand (gpd/acre)[b] | Calculated Demand (gpm) | RTS[c] | Estimated Sewer Flows (gpm) |
|---|---|---|---|---|---|---|---|
| A | 1 | Launch Ramp | 8.38 | 550 | 3.2 | 0.7 | 2.2 |
| | | Boating Dependent Industrial | 9.87 | 160 | 1.1 | 0.7 | 0.8 |
| | | Visitor Serving Habor Oriented | 3.00 | 4,700 | 9.8 | 0.9 | 8.8 |
| | | Visitor Serving Non Boating Dependent | 5.70 | 230 | 0.9 | 0.7 | 0.6 |
| | | **Total** | **26.95** | | | | **12.4** |
| | 2 | Mixed Use High | 7.28 | 4,810 | 24 | 0.9 | 21.6 |
| | | **Total** | **7.28** | | | | **21.6** |
| B | 1 | Mulit-Family Residential | 4.46 | 3,910 | 12.1 | 0.9 | 10.9 |
| | | Visitor Serving Harbor Oriented | 10.40 | 4,700 | 33.9 | 0.9 | 30.5 |
| | | Park | 6.62 | 3,125 | 14.4 | 0.5 | 7.2 |
| | | Mixed Use Low | 3.00 | 3,000 | 6.3 | 0.9 | 5.7 |
| | | Parking/Landscaping | 22.87 | 490 | 7.8 | 0.6 | 4.7 |
| | | **Total** | **47.35** | | | | **59.0** |
| | 3 | Mulit-Family Residential | 28.06 | 3,910 | 76.2 | 0.9 | 68.6 |
| | | Visitor Serving Harbor Oriented | 15.95 | 4,700 | 52.1 | 0.9 | 46.9 |
| | | Mixed Use Low | 2.37 | 3,000 | 4.9 | 0.9 | 4.4 |
| | | Parking/Landscaping | 0.57 | 490 | 0.2 | 0.6 | 0.1 |
| | | Other - 130 Units North of CI Blvd[d] | - | - | 14 | 0.9 | 12.6 |
| | | **Total** | **46.95** | | | | **132.6** |

(a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.
(b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.
(c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.
(d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Hueneme Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

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(805) 644-9704 Tel
(805) 642-8277 Fax

## TABLE 2
## PIPE LENGTH RESPONSIBILITIES

| | | | | Existing | | | Ultimate | | |
|---|---|---|---|---|---|---|---|---|---|
| Forcemain | Pipe Segment | Pipe Length (feet) | Customer | Cumulative Flow (gpm) | Percent Contribution | Responsible Pipe Length (feet) | Cumulative Flow (gpm) | Percent Contribution | Responsible Pipe Length (feet) |
| A | 1 | 6,606 | Oxnard | 7.8 | 6 | 385 | 12.4 | 9 | **595** |
| | | | District | 126.1 | 94 | 6,221 | 126.1 | 91 | **6,011** |
| | | | **Total** | **133.9** | | | **138.5** | | |
| | 2 | 722 | Oxnard | 13.7 | 10 | 71 | 34.0 | 21 | **152** |
| | | | District | 126.1 | 90 | 651 | 126.1 | 79 | **570** |
| | | | **Total** | **139.8** | | | **160.1** | | |
| B | 1 | 3,325 | Oxnard | 28.4 | 24 | 796 | 59.0 | 40 | **1,330** |
| | | | District | 90.2 | 76 | 2,529 | 90.2 | 60 | **1,995** |
| | | | **Total** | **118.6** | | | **149.2** | | |
| | 2 | 1,880 | Oxnard | 138.3 | 61 | 1,138 | 168.9 | 65 | **1,222** |
| | | | District | 90.2 | 39 | 742 | 90.2 | 35 | **658** |
| | | | **Total** | **228.5** | | | **259.1** | | |
| | 3 | 741 | Oxnard | 230.5 | 72 | 533 | 301.5 | 77 | **571** |
| | | | District | 90.2 | 28 | 208 | 90.2 | 23 | **170** |
| | | | **Total** | **320.7** | | | **391.7** | | |

F:\CIBCSD\As Needed Services\Task 2

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www.aecom.com

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(805) 642-8277 Fax

A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

**TABLE 3**
**ALLOCATION SUMMARY**

| | Forcemain A | | Forcemain B | |
|---|---|---|---|---|
| Customer | Allocated Pipe Length (feet) | Funding Allocation (Percent) | Allocated Pipe Length (feet) | Funding Allocation (Percent) |
| Oxnard | 746 | 10 | 3,123 | 53 |
| District | 6,582 | 90 | 2,823 | 47 |
| Total | 7,328 | 100 | 5,946 | 100 |

**Recommendation**

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,

Ryan Gallagher
Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A &B"
Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSD Infrastructure Review

F:\CIBCSD\As Needed Services\Task 2

**Kennedy/Jenks Consultants**
**Engineers & Scientists**
2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard
District Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B
K/J 1189003*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Forcemain A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Forcemains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Forcemain. The procedure, assumptions, and results are described below.

## Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

## Assumptions

Forcemains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

**Forcemain A**

- Segment 1 – From Lift Station A to interconnect with Lift Station #27.
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

**Forcemain B**

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

## Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Forcemains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

Very truly yours,

KENNEDY/JENKS CONSULTANTS

FOR: Mike Clement
Project Engineer

Enclosures: Figures 1, 2, and 3
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants

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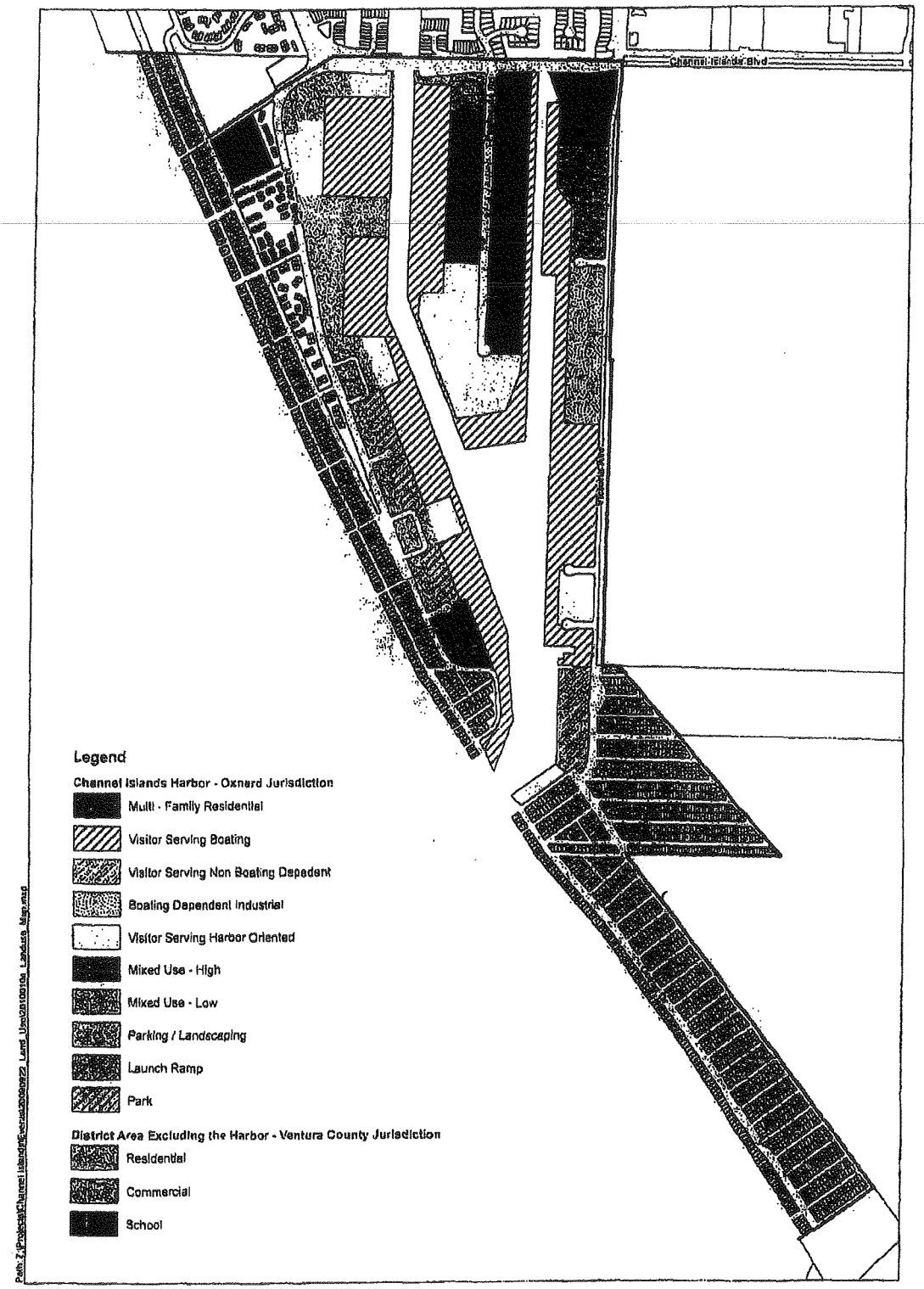



N

0 400 800

Scale: Feet

**Kennedy/Jenks Consultants**

CIBCSD - Infrastructure Review
Ventura County, California

Land Use Map

KJ 0989041
February 2010

Figure 6-5

## TABLE 3-3
## ESTIMATED LAND USE DEMANDS

| Land Use Type | Avg Daily Demand by Land Use (gpd/acre)[a] |
|---|---|
| Multi-Family Residential[b] | 3,910 |
| Visitor Serving Boating[c] | 130 |
| Visitor Serving Non-Boating Dependent[d] | 230 |
| Boating Dependent Industrial[e] | 160 |
| Visitor Serving Harbor Oriented[f] | 4,700 |
| Parking/Landscaping[g] | 490 |
| Launch Ramp[h] | 550 |
| Mixed Use – Low[i] | 3,000 |
| Mixed Use – High[j] | 4,810 |
| School[k] | 1,060 |
| Residential[l] | 2,991 |
| Commercial[m] | 4,810 |
| Park[n] | 3,125 |

Notes:

(a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.
(b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).
(c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03600-01).
(d) The property identified to serve as the representative customer for this land use type is the Kiddie's Beach Restroom (02770-01).
(e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).
(f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).
(g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).
(h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04690-01).
(i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.
(j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.
(k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).
(l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.
(m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.06 acres to calculate the provided demand factor.
(n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.

**Agreement No. 7864**

# FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This First Amendment ("First Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of November, 2016, by and between the City of Oxnard, a municipal corporation ("Oxnard"), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq*. ("Channel Islands"). This First Amendment amends the Agreement entered into on May 17, 2016, by Oxnard and Channel Islands.

Oxnard and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2016," is deleted and replaced with the date "December 31, 2018."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2018. The Parties shall develop a schedule for the time period between December 31, 2016, and December 31, 2018, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

3. New section 12 is hereby added to the Agreement to state:

"This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes."

4. As so amended, the Agreement remains in full force and effect.

(Signatures on next page)

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

Daniel Rydberg, P.E. Public Works Director

APPROVED AS TO INSURANCE:

James Throop, Risk Manager

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Jared Bouchard, General Manager

APPROVED AS TO FORM:

John Mathews, General Counsel

APPROVED AS TO CONTENT:

Jared Bouchard, General Manager

**Association of California Water Agencies / Joint Powers Insurance Authority**
**P.O. Box 619082, Roseville, CA 95661-9082**

# CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

**MEMBER**

Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035-8598

**COVERAGE INFORMATION**
This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Not withstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

| Type of Coverage | Certificate # | Effective Date | Expiration Date | Limits | |
|---|---|---|---|---|---|
| **General Liability**<br>☑ Commercial General Liability<br>☑ Contractual Liability<br>☑ Products/Completed Operations<br>☑ Occurrence | MOLC-100116 | 10/1/2016 | 10/1/2017 | Aggregate<br>Per Occurrence | $2,000,000<br>$2,000,000 |
| **Auto Liability**<br>☑ Owned Autos<br>☑ Hired Autos<br>☑ Non-Owned Autos | MOLC-100116 | 10/1/2016 | 10/1/2017 | Per Occurrence | $2,000,000 |
| **Auto Physical Damage**<br>Scheduled Autos<br>Hired Autos | | | | | |
| **Property**<br>Special Form<br>Mobile Equipment<br>Boiler and Machinery<br>Crime | | | | | |
| **Workers' Compensation**<br>Coverage A - Workers' Comp.<br>Coverage B - Employer's Liability | | | | | |

**DESCRIPTION**
Regarding: Wastewater Transportation and Treatment Agreement No. A-6680.

**CERTIFICATE HOLDER**

City of Oxnard
300 W. Third Street
Oxnard, CA 93030

**CANCELLATION**
Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 10 days written notice to the certificate holder named herein.

**AUTHORIZED REPRESENTATIVE** **DATE**
7/11/2016

Agreement No. A-7864

# SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT

This Second Amendment ("Second Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of February, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq.* ("Channel Islands"). This Second Amendment amends the Agreement entered into on May 17, 2016 by City and Channel Islands. The Agreement previously has been amended on November 30, 2016.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2018," is replaced with the date "December 31, 2020."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2020. The Parties shall develop a schedule for the time period between December 31, 2018, and December 31, 2020, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
2-5-2019 M3
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

Tim Flynn 2/5/19

[x] Tim Flynn, Mayor[1] Date
[ ] Alexander Nguyen, City Manager
[ ] Lisa Boerner, Purchasing Manager
[ ] ____NA_____, Buyer

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

_____ _____

Akbar Alikhan, General Manager Date

APPROVED AS TO FORM:

12/4/18

Stephen M. Fischer, City Attorney (always required) Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Agreement No. A-7964

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

_____ _____

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ ____NA_____, Buyer

APPROVED AS TO FORM:

_____ _____

Stephen M. Fischer, City Attorney (always required) Date

_____

**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**

_____ 2/12/2019

Akbar Alikhan, General Manager Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

# Channel Islands Beach Community Services District Third Amendment for Wastewater Transportation and Treatment Services

Public Works and Transportation Committee
October 27, 2020

Jan Hauser
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-7864 with Channel Islands Beach Community Services District to extend the term from December 31, 2020, to December 31, 2022 for wastewater transportation and treatment services.

## BACKGROUND

- The Oxnard Wastewater Treatment Plant (OWTP) provides wastewater treatment to residents of Oxnard, Port Hueneme, Channel Islands Beach Community Services District, Ventura County Naval bases, El Rio, Nyeland Acres, Los Posas Estates, and other unincorporated Ventura County areas.

- The OWTP treats approximately 20 million gallons of wastewater per day (MGD) and has a rated capacity of 31.7 MGD.

## BACKGROUND

- The Channel Islands Beach Community Services District (Channel Islands) provides utility services to
  - Unincorporated neighborhoods of Hollywood Beach
  - Hollywood by the Sea
  - Silverstrand Beach
  - Parcels adjacent to Channel Islands Harbor

- Channel Islands transports sewage through the City of Oxnard's sewer system where it is treated at the OWTP.

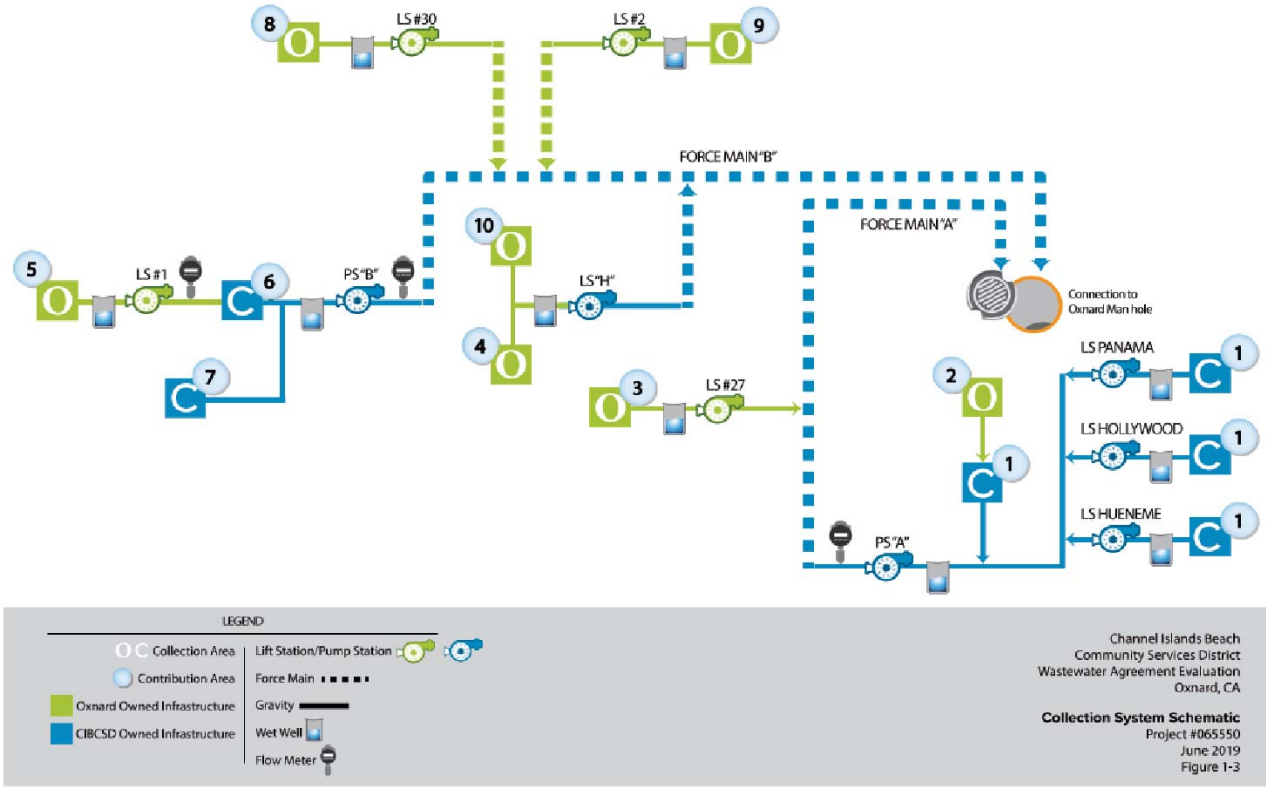
- City also transports a portion of its sewage through the Channel Islands' sewer system.

## CHANNEL ISLANDS BEACH COMMUNITY SERVICE DISTRICT

## BACKGROUND

- On May 17, 2016, City executed agreement A-7864 with Channel Islands for Wastewater Transportation and Treatment Services
- On November 30, 2016, a first amendment extended agreement A-7864 to December 31, 2018
- On February 5, 2019, a second amendment extended agreement A-7864 to December 31, 2020 for the purpose of continued negotiations
- City of Oxnard and Channel Islands hired consultant to perform study on infrastructure, metering, and flow

## WASTEWATER FLOW DIAGRAM






## DISCUSSION

- Consultant evaluated:
  - Shared infrastructure
  - Meter based billing
  - Service area

- Consultant recommendations:
  - Transfer of infrastructure ownership
  - Flow metering
  - Realignment of service districts
  - Industrial pretreatment program
  - Billing realignment

## FINANCIAL IMPACT

The cost for this two year extension with Channel Islands Beach Community Services District is $1,990,078.70.

This cost will be funded using existing appropriations from the Wastewater Operating Fund (611-6103-844-8269). The remaining contract balance will be requested in subsequent fiscal year budgets.

| Channel Islands Beach Community Services District A-7864<br>Expense Agreement 611-6103-844-8269 | | | |
|---|---|---|---|
| **Division** | **Period** | **Spending Plan** | **Contract Value** |
| **Wastewater** | January 1, 2021 to June 30, 2021 | $497,519.68 | $497,519.68 |
| **Wastewater** | July 1, 2021 to June 30, 2022 | $995,039.35 | $1,492,559.03 |
| **Wastewater** | July 1, 2022 to December 31, 2022 | $497,519.68 | $1,990,078.71 |



## FINANCIAL IMPACT

The revenue to be received for this two year extension with Channel Islands Beach Community Services District is $1,860,415.68

$465,103.92 to be received in Fiscal Year 2020-21. This revenue is budgeted in the Wastewater Treatment Fund (621-6202-613-7686) and will be budgeted in upcoming fiscal year budgets.

| Channel Islands Beach Community Services District A-7864<br>Revenue Agreement 621-6202-613-7686 | | | |
|---|---|---|---|
| **Division** | **Period** | **Revenue Plan** | **Total** |
| **Wastewater** | January 1, 2021 to June 30, 2021 | $465,103.92 | $465,103.92 |
| **Wastewater** | July 1, 2021 to June 30, 2022 | $930,207.84 | $1,395,311.76 |
| **Wastewater** | July 1, 2022 to December 31, 2022 | $465,103.92 | $1,860,415.68 |

# QUESTIONS?

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.2**

**DATE:** October 27, 2020

**TO:** Public Works and Transportation Committee

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Third Amendment with Aquatic Bioassay Laboratories, Inc. for Ocean Monitoring and Testing Services. (5/5/5)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of $963,093 for a new not to exceed contract amount of $2,123,026 and to extend the term from June 30, 2021, to November 30, 2023, for ocean monitoring and testing services.

## BACKGROUND

Oxnard's Wastewater Treatment Plant (OWTP), located at 6001 S. Perkins Rd., provides primary and secondary wastewater treatment. The OWTP currently treats approximately 22 million gallons of wastewater per day.

On May 24, 2018, the Wastewater Division issued a request for proposals (RFP) for ocean monitoring services to 13 Environmental Laboratory Accreditation Program (ELAP) certified laboratories. The RFP was advertised in the Ventura County Star and Vida newspapers, and it was posted on the City's website and at www.publicpurchase.com. On July 24, 2018, the City Council awarded Agreement No. A-8093 to Aquatic Bioassay and Consulting Laboratories, Inc. (ABC Labs) for a not to exceed amount of $453,888 for ocean monitoring as required by the OWTP National Pollutant Discharge Elimination System (NPDES) permit.

In June 2018, the Channel Islands Harbor (Harbor) experienced a water quality degradation event. Due to the degradation event, the City enlisted the services of ABC Labs to begin an analysis of what may have caused or contributed to the water quality issues. On November 13, 2018, the First Amendment extended the Agreement to June 30, 2021, and added scope and fees for Special Districts services for continued water quality testing, preparation of analysis, remote sensor monitoring, and consulting services. The First Amendment was in the amount of $306,045, with a not to exceed amount of $759,933.

On December 1, 2018, the OWTP was issued a 5-year NPDES permit by the California Regional Water Quality Control Board. The NPDES permit identifies all regulatory requirements to safely discharge treated wastewater into the ocean through a 6,800-foot outfall pipe off of Ormond Beach. The outfall pipe was constructed in 1963 and modified in 1978 and consists of a 48-inch concrete pipe with multiport diffusers.

On October 15, 2019, a Second Amendment added new scope and fees for the Wastewater Division, increasing the ABC Labs agreement by $400,000 with a not to exceed amount of $1,159,933.

## DISCUSSION

### Wastewater

Under the Third Amendment for ABC Labs, the Wastewater Division is requesting an additional allocation of $698,364 and a time extension through November 30, 2023, to carry out the ocean monitoring program's full scope as required by the NPDES permit. A new solicitation for ocean monitoring services will be issued under a new NPDES permit in late 2023.

The services required in the NPDES permit and identified in the Third Amendment scope of work includes water quality sampling, benthic (soil) monitoring, fish and invertebrate monitoring, seafood safety monitoring, kelp bed monitoring, outfall and diffuser inspection, and the newly added toxicity testing.

### Special Districts

In July 2020, the Special Districts Division exhausted the $306,045 contract funds approved in the First Amendment and funded by Measure O, for Harbor water quality analysis. Leading up to summer 2020, Special Districts Division staff worked with the Channel Islands Neighborhood Council (CINC), which is comprised of the four (4) Districts located within the waterways and the general fund, to determine a cost-sharing plan for the continued monitoring of the remote sensors, laboratory services, consultation for the implementation of the Quality Assurance Project Plan (QAPP), and quality assurance for clean water team volunteer training. The Special District and City cost-sharing percentage splits are as follows: 20.1% General Fund, 23.4% Seabridge CFD 4, 40.7% Waterways Zone 1 Mandalay Bay, 5.5% Waterways Zone 2 Harbour Island and 10.3% Westport CFD 2. Under the Third Amendment, staff is requesting a total of $264,729 to continue to monitor the sensors in the Harbor through June 30, 2023. As part of the Harbor's overall water quality monitoring strategy, these sensors will measure dissolved oxygen and chlorophyll-a in the water, which aids in predicting future algal blooms.

## STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

## FINANCIAL IMPACT

The total cost for the Third Amendment to ABC Labs Agreement A-8093 is $963,093, of which $698,364 is for the Wastewater Division and $264,729 is for Special Districts. Funding has been budgeted in Fiscal Year 2020-2021 for both the Wastewater Division and Special Districts. Future funding for the Wastewater Division will be budgeted in subsequent fiscal years. Future funding for Special Districts will be budgeted in subsequent fiscal years in collaboration with CINC before the remaining budget amounts are liquidated.

| DIVISION | ACCOUNT | FY 2020-21 | FY 2021-22 | FY 2022-23 | GRAND TOTAL |
|---|---|---|---|---|---|
| **Wastewater** | 621-6202-842-8239 | $206,035 | $279,034 | $213,295 | $698,364 |

| | | | | | |
|---|---|---|---|---|---|
| **Special Districts** | | | | | |
| Westport CFD 2 (10.3%) | 175-1606-805-8209 | $9,089.03 | TBD | TBD | TBD |
| Seabridge CFD 4 (23.4%) | 173-1606-805-8209 | $20,648.86 | TBD | TBD | TBD |
| Mandalay Bay – Waterways Zone 1 (40.7%) | 121-1606-805-8209 | $35,914.90 | TBD | TBD | TBD |
| Harbour Island – Waterways Zone 2 (5.5%) | 177-1606-805-8209 | $4,853.37 | TBD | TBD | TBD |
| General Fund (20.1%) | 101-1001-801-8209 | $17,736.84 | TBD | TBD | TBD |
| Special Districts | SUBTOTAL | $88,243 | $88,243 | $88,243 | $264,729 |
| | **TOTAL** | **$294,278** | **$367,277** | **$301,538** | **$963,093** |

*Prepared by: Jan Hauser, Wastewater Division Manager, Adam Smith, Project Manager*

**ATTACHMENTS**

1. ABC Labs - A-8093 (A3)
2. ABC Labs - A-8093-Original-First-Second Amendment
3. ABC Labs Presentation

**Agreement No. A-8093**

# THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on July 24, 2018, by City and Consultant. The Agreement previously has been amended on November 14, 2018, by a First Amendment, and on October 15, 2019, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is deleted and replaced with the date "November 30, 2023."

2. In Section 14 of the Agreement, the not to exceed amount of "$1,159,933" is hereby amended to a not to exceed amount of "$2,123,026."

3. The reference to the Exhibit A Scope of Services (Wastewater – NPDES) everywhere it is listed in the Agreement is supplemented with Scope of Services (Wastewater – NPDES) Exhibit A-1. Scope of Services (Wastewater – NPDES) Exhibit A-1 is attached hereto and incorporated herein by this reference.

4. The reference to the Exhibit A-2 Scope of Services (Special Districts – Channel Islands Harbor) everywhere it is listed in the Agreement is supplemented with Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program) Exhibit A-3. Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program) Exhibit A-3 is attached hereto and incorporated herein by this reference.

5. The reference to the Attachment F (Receiving Water Monitoring Program Budget) everywhere it is listed in the Agreement is supplemented with Rates and Costs Schedule Attachment H (NPDES Receiving Water Monitoring Program). Rates and Costs Schedule Attachment H (NPDES Receiving Water Monitoring Program) is attached hereto and incorporated herein by this reference.

6. The reference to the Attachment G (Channel Islands Harbor Project Budget: November 2019 to June 2020) everywhere it is listed in the Agreement is supplemented with Rates and Costs Schedule Attachment I (Channel Islands Harbor Project (2) RBR Sensors). Rates and Costs Schedule Attachment I (Channel Islands Harbor Project (2) RBR Sensors) is attached hereto and incorporated herein by this reference.

7. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

**Agreement No. A-8093**

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**AQUATIC BIOASSAY& CONSULTING** LABORATORIES, INC.

Thomas Mikel, President[2] Date

Mellody Mikel, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

City of Oxnard NPDES Receiving Water Monitoring Program
Scope of Work – 2020 to 2021

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 18 Surveys - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2020-21. Consultant shall participate in the Southern California Bight Regional Monitoring Program pertaining to Ocean Acidification (OA) and Harmful Algal Blooms (HABs). Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review. At present, the scopes pertaining to the field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

| | |
|---|---|
| Deliverables | Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May)<br>Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300)<br>Participation in Bight Regional meetings, analysis, review<br>Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Biennial and Annual Summary Report & Regional Monitoring<br>Attendance at (4) So. CA Bight meetings |

Task B – Benthic Monitoring - $12,600

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>2018 to 2019 Biennial Report<br>Monthly Program Management<br>Attendance at (4) So CA Bight meetings |

Task C – Fish and Invertebrate Monitoring - $8,700

Consultant shall provide Benthic Fish and Invertebrate trawl services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>2018 to 2019 Biennial Report<br>Monthly Program Management<br>Attendance at (4) So CA Bight meetings |

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2020-2021, including cost of aerial flyovers.

| | |
|---|---|
| Deliverables | Participation in Central Region Kelp Survey Consortium as Required<br>Review Annual Report |

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

| | |
|---|---|
| Deliverables | Field work: outfall dive video<br>Laboratory: video review and editing<br>Monthly Program Management and Annual Report |

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

| | |
|---|---|
| Deliverables | Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests<br>Monthly Program Management and Reporting |

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 18 Surveys - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, preparation of the 2020 to 2021 Biennial Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2021-22. Consultant shall participate in the Southern California Bight Regional Monitoring Program as required. Participation in this survey includes quarterly field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review. At present, the scopes pertaining to the field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

| | |
|---|---|
| Deliverables | Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May)<br>Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300)<br>Participation in Bight Regional meetings, analysis, review<br>Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, 2020 to 2021 Biennial and Annual Summary Report & Regional Monitoring<br>Attendance at (4) So. CA Bight meetings |

Task B – Benthic Monitoring - $7,200

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>2020 to 2021 Biennial Report<br>Attendance at So. CA Bight meetings |

Task C – Fish and Invertebrate Monitoring - $46,063

Consultant shall deploy, retrieve and analyze contaminants in mussels deployed on arrays from September to November per the workplans and protocols specified in the NPDES permit, including data management, analysis, and reporting, and including attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Deploy and retrieve mussels arrays; priority pollutant laboratory analyses<br>Data analysis and reporting<br>2018 to 2019 Biennial Report<br>Monthly Program Management<br>Attendance at So CA Bight meetings |

Task 4 – Seafood Safety Monitoring - $41,036

Consultant will collect sportfish from three 'zones' offshore Oxnard and monitor seafood contamination levels in 2021 following the workplan approved by the Los Angeles Regional Water Quality Control Board.

| | |
|---|---|
| Deliverables | Field Sampling: rig fishing, caging, spearfishing<br>Laboratory Analyses: tissue chemistry<br>Data analysis and reporting<br>Monthly Program Management<br>Attendance at So CA Bight meetings |

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2021-2022, including cost of aerial flyovers.

| | |
|---|---|
| Deliverables | Participation in Central Region Kelp Survey Consortium as Required<br>Review Annual Report |

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

| | |
|---|---|
| Deliverables | Field work: outfall dive video<br>Laboratory: video review and editing<br>Monthly Program Management and Annual Report |

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

| | |
|---|---|
| Deliverables | Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests<br>Monthly Program Management and Reporting |

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Monthly toxicity testing using kelp, topsmelt or red abalone (NPDES Section V).
3. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
4. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
5. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
6. Regional monitoring based on the Southern California Bight Regional Monitoring Program workplans for 2018 thru 2021 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 23 - $143,975

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, preparation of the 2020 to 2021 Biennial Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2022-23. Consultant shall participate in the Southern California Bight Regional Monitoring Program as required. Participation in this survey will include attending all meetings at SCCWRP pertaining to this work, Bight 23 program design, data management and analysis, and reporting and review. At present, the scopes pertaining to the Bight 2023 field surveys for these portions of the Regional Program are not defined and, therefore, costs are not included in this scope.

| | |
|---|---|
| Deliverables | Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May)<br>Four (4) Quarterly Sets of Laboratory Analyses: Bacteria and ammonia at 25 station x 3 depths x 4 quarters = 300)<br>Participation in Bight 2023 Regional meetings, analysis, review<br>Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, 2020 to 2021 Biennial and Annual Summary Report & Regional Monitoring<br>Attendance at (4) So. CA Bight meetings |

Task B – Benthic Monitoring - $7,200

Consultant shall provide Benthic Sediment services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Bight 23 Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>Annual Report<br>Attendance at So. CA Bight meetings |

Task C – Fish and Invertebrate Monitoring - $11,160

Consultant shall provide Benthic Fish and Invertebrate services per the workplans and protocols specified in the NPDES permit, including data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>Annual Report<br>Monthly Program Management<br>Attendance at Bight 23 Regional meetings |

Task 4 – Seafood Safety Monitoring - $10,200

Consultant will provide data management, analysis and reporting following the workplan approved by the Los Angeles Regional Water Quality Control Board.

| | |
|---|---|
| Deliverables | Data analysis and reporting<br>Monthly Program Management<br>Attendance at Bight 23 Regional meetings |

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2022-2023, including cost of aerial flyovers.

| | |
|---|---|
| Deliverables | Participation in Central Region Kelp Survey Consortium as Required<br>Review Annual Report |

Task F – Outfall & Diffuser Inspection - $16,085

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

| | |
|---|---|
| Deliverables | Field work: outfall dive video<br>Laboratory: video review and editing<br>Monthly Program Management and Annual Report |

Task G – Toxicity Testing - $14,175

Consultant shall conduct monthly NPDES (Section V) mandated toxicity testing on plant effluent using EPA protocols (EPA/600/R-95-136). This budget does not include the costs for accelerated testing following a test failure or Toxicity Identification Evaluations (TIEs).

| | |
|---|---|
| Deliverables | Laboratory work: Monthly kelp, abalone, or topsmelt toxicity tests<br>Monthly Program Management and Reporting |

**Scope of Services (Special Districts – Channel Islands Harbor Monitoring Program)**
**Exhibit A-3**

City of Oxnard Channel Islands Harbor Monitoring Program
Scope of Work – 2020 to 2021

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

| | |
|---|---|
| Deliverables | 32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads<br>Weekly data QC, analysis and graphics<br>Annual factory maintenance, calibration and shipping |

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

| | |
|---|---|
| Deliverables | 64 chlorophyll-a and phytoplankton population<br>Data delivered in spreadsheet and report format |
| | |

3. Consulting ($24,590)
    a. Scott Johnson and Dave Caron will attend virtual and, when appropriate, in person meetings with City Staff

b. Karin Wisenbaker will provide QA Officer duties for up to 50 hours for sample collection, data delivery and amendments to the QAPP

c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available. Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

| | |
|---|---|
| Deliverables | Meetings with City of Oxnard staff<br>Perform QA Officer duties<br>Create CEDEN data exports |

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

| | |
|---|---|
| Deliverables | 32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads<br>Weekly data QC, analysis and graphics<br>Annual factory maintenance, calibration and shipping |

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

| | |
|---|---|
| Deliverables | 64 chlorophyll-a and phytoplankton population<br>Data delivered in spreadsheet and report format |
| | |

3. Consulting ($24,590)
    a. Scott Johnson and Dave Caron will attend virtual and, when appropriate, in person meetings with City Staff
    b. Karin Wisenbaker will provide QA Officer duties for up to 50 hours for sample collection, data delivery and amendments to the QAPP
    c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available.

Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

| | |
|---|---|
| Deliverables | Meetings with City of Oxnard staff<br>Perform QA Officer duties<br>Create CEDEN data exports |

City of Oxnard Channel Islands Harbor Monitoring Program
Scope of Work – 2022 to 2023

Consultant shall conduct all the following on-call activities for the Channel Islands Harbor Monitoring Project:

1. Remote Sensors ($50,133)
    a. Weekly data downloads, cleaning, water sampling (March 30th to October 30th) during 32 weekly visits to two RBR remote sensors at Sea Bridge (station 6) and Westport (station 7). Data from each sensor package will be downloaded, sensors will be cleaned and water samples for chlorophyll-a and phytoplankton will be collected.
    b. Each week data will be reviewed, adjusted for drift, assessed, plotted by week and deployment time span, and delivered to the City.
    c. Sensors will be retrieved from the Harbor at the end of November and cleaned.
    d. Sensor packages will be shipped to Ruskin for annual factory calibration. Sensors will be fixed or replaced by the manufacturer as needed.
    e. Equipment will be purchased as necessary to ensure secure deployment of sensors from the docks.

| | |
|---|---|
| Deliverables | 32 weekly visits to stations 6 and 7 to conduct cleaning, maintenance and data downloads<br>Weekly data QC, analysis and graphics<br>Annual factory maintenance, calibration and shipping |

2. Laboratory Analysis ($13,520)
    a. Chlorophyll-a analysis on weekly water samples collected from stations 6 and 7
    b. Phytoplankton population and densities on weekly water samples collected from stations 6 and 7
    c. Shipping

| | |
|---|---|
| Deliverables | 64 chlorophyll-a and phytoplankton population<br>Data delivered in spreadsheet and report format |
| | |

3. Consulting ($24,590)
    a. Scott Johnson and Dave Caron will attend virtual and, when appropriate, in person meetings with City Staff
    b. Karin Wisenbaker will provide QA Officer duties for up to 50 hours for sample collection, data delivery and amendments to the QAPP
    c. Karin Wisenbaker will create CEDEN data exports for up to 55 hours. The City Project Manager will ensure the data necessary for these exports are available.

Data sets that do not include all QC and ancillary data will not be submitted to CEDEN

| | |
|---|---|
| Deliverables | Meetings with City of Oxnard staff<br>Perform QA Officer duties<br>Create CEDEN data exports |

**Oxnard NPDES Receiving Water Monitoring Program 2020 to 2021**
**Contract: A8093**

# Rates and Costs Schedule Attachment H

| | Program | | Operation Total | Total | Comments |
|---|---|---|---|---|---|
| Task A | Water Quality Monitoring (NPDES VIII.A) | | | | |
| | Quarterly WQ | | | | |
| | | Field | $ 49,400 | | 4 Water Quarterly Surveys: 25 sites x 3 depths each |
| | | Lab | $ 63,735 | | Ammonia & Bacteriology |
| | | Consulting/Management | $ 30,840 | $ 143,975 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task B | Benthic Monitoring (NPDES VIII.B) | | | | |
| | | Consulting/Management | $ 12,600 | $ 12,600 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task C | Fish & Invertrebrate Monitoring (NPDES VIII.C) | | | | |
| | | Consulting/Management | $ 8,700 | $ 8,700 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task D | Seafood Safety Monitoring (NPDES VIII.D) | | $ - | $ - | Conduct in Year 4 of permit = 2021 to 2022 |
| Task E | Kelp Bed Monitoring (NPDES VIII.E) | | | | |
| | | Field | $ 9,000 | | Quarterly aerial flyovers of So CA Bight |
| | | Consulting/Management | $ 1,500 | $ 10,500 | Program Management |
| Task F | Outfall & Diffuser Inspection (NPDES IX.A) | | | | |
| | | Field | $ 11,165 | | |
| | | Lab | $ 2,880 | | Video editing |
| | | Consulting/Management | $ 2,040 | $ 16,085 | Program Management |
| Task G | Toxicity Testing (NPDES V) | | | | |
| | | Lab | $ 14,175 | $ 14,175 | Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs** |
| | | | | **$ 206,035** | |

**Oxnard NPDES Receiving Water Monitoring Program 2021 to 2022**
**Contract: A8093**

| | Program | | Operation Total | Total | Comments |
|---|---|---|---|---|---|
| Task A | Water Quality Monitoring (NPDES VIII.A) | | | | |
| | Quarterly WQ | | | | |
| | | Field | $ 49,400 | | 4 Water Quarterly Surveys: 25 sites x 3 depths each |
| | | Lab | $ 63,735 | | Ammonia & Bacteriology |
| | | Consulting/Management | $ 30,840 | $ 143,975 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task B | Benthic Monitoring (NPDES VIII.B) | | | | |
| | | Consulting/Management | $ 7,200 | $ 7,200 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task C | Fish & Invertrebrate Monitoring (NPDES VIII.C) | | | | |
| | Bagged Mussel Array | | | | |
| | | Field | $ 19,747 | | Assemble mussel arrays; 3 replicate arrays; 3 month deployment and retrieval |
| | | Lab | $ 17,676 | | NPDES required tissue chemical analyses |
| | | Consulting/Management | $ 8,640 | $ 46,063 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task D | Seafood Safety Monitoring (NPDES VIII.D) | | | | |
| | | Field | $ 25,020 | | Spearfish/Hook & line; 3 zones x 5 species each x 5 individuals each = 75 total fish |
| | | Lab | $ 11,096 | | NPDES required tissue chemical analyses |
| | | Consulting/Management | $ 4,920 | $ 41,036 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task E | Kelp Bed Monitoring (NPDES VIII.E) | | | | |
| | | Field | $ 9,000 | | Quarterly aerial flyovers of So CA Bight |
| | | Consulting/Management | $ 1,500 | $ 10,500 | Program Management |
| Task F | Outfall & Diffuser Inspection (NPDES IX.A) | | | | |
| | | Field | $ 11,165 | | Video dive survey of outfall and diffuser |
| | | Lab | $ 2,880 | | Video editing |
| | | Consulting/Management | $ 2,040 | $ 16,085 | Program Management |
| Task G | Toxicity Testing (NPDES V) | | | | |
| | | Lab | $ 14,175 | $ 14,175 | Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs** |
| | | | | **$ 279,034** | |

**Oxnard NPDES Receiving Water Monitoring Program 2022 to 2023**
**Contract: A8093**

| | Program | | | Operation Total | | Total | Comments |
|---|---|---|---|---|---|---|---|
| Task A | Water Quality Monitoring (NPDES VIII.A) | | | | | | |
| | Quarterly WQ | | | | | | |
| | | Field | $ | 49,400 | | | 4 Water Quarterly Surveys: 25 sites x 3 depths each |
| | | Lab | $ | 63,735 | | | Ammonia & Bacteriology |
| | | Consulting/Management | $ | 30,840 | $ | 143,975 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task B | Benthic Monitoring (NPDES VIII.B) | | | | | | |
| | | Consulting/Management | $ | 7,200 | $ | 7,200 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task C | Fish & Invertrebrate Monitoring (NPDES VIII.C) | | | | | | |
| | Bagged Mussel Array | | | | | | |
| | | Field | $ | - | | | Not required |
| | | Lab | $ | - | | | Not required |
| | | Consulting/Management | $ | 11,160 | $ | 11,160 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task D | Seafood Safety Monitoring (NPDES VIII.D) | | | | | | |
| | | Field | $ | - | | | Not required |
| | | Lab | $ | - | | | Not required |
| | | Consulting/Management | $ | 10,200 | $ | 10,200 | Data Management/Analysis; Reports; Program Mangagement; Regional Monitoring Meetings/Analysis |
| Task E | Kelp Bed Monitoring (NPDES VIII.E) | | | | | | |
| | | Field | $ | 9,000 | | | Quarterly aerial flyovers of So CA Bight |
| | | Consulting/Management | $ | 1,500 | $ | 10,500 | Program Management |
| Task F | Outfall & Diffuser Inspection (NPDES IX.A) | | | | | | |
| | | Field | $ | 11,165 | | | Video dive survey of outfall and diffuser |
| | | Lab | $ | 2,880 | | | Video editing |
| | | Consulting/Management | $ | 2,040 | $ | 16,085 | Program Management; Regional Meetings |
| Task G | Toxicity Testing (NPDES V) | | | | | | |
| | | Lab | $ | 14,175 | $ | 14,175 | Kelp; Abalone, Topsmelt by EPA/600/R-95-136; **Does not cover accelarated testing or TIEs** |
| | | | | | **$** | **213,295** | |

**City of Oxnard - Channel Islands Harbor Project**
**(2) RBR Sensors @ SeaBridge Westport Budget:**
**2020 to 2021**

# Rates and Costs Schedule Attachment I

| Program | Phase | Task/Analyte | Personnel/Method | Price/Rate | Hours/ Samples/ Events | Project Budget | Qty Used in Period | Qty Previously Used | Qty Remaining | Current Billing | Previous Billing | Billed to Date | Remaining | % Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **On Call Consulting** | **Remote sensors (2)** | Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs | Senior Biologist | $ 138 | 96 | $ 13,248 | | | 96 | $ - | $ - | $ - | $ 13,248 | 100% |
| | **2 Sensors** | Data Analysis & reporting | AET Scientitst | $ 130 | 25 | $ 3,250 | | | 25 | $ - | $ - | $ - | $ 3,250 | 100% |
| | | | AET Analyst | $ 190 | 25 | $ 4,750 | | | 25 | $ - | $ - | $ - | $ 4,750 | 100% |
| | | | Dave Caron | $ 325 | 15 | $ 4,875 | | | 15 | $ - | $ - | $ - | $ 4,875 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | | Senior Biologist | $ 138 | 20 | $ 2,760 | | | 20 | $ - | $ - | $ - | $ 2,760 | 100% |
| | | Sensor maintenance & cleaning (In lab) | Senior Biologist | $ 138 | 25 | $ 3,450 | | | 25 | $ - | $ - | $ - | $ 3,450 | 100% |
| | | Sensor replacement | | $ 1,000 | 4 | $ 4,000 | | | 4 | $ - | $ - | $ - | $ 4,000 | 100% |
| | | Annual factory calibration | | $ 8,000 | 1 | $ 8,000 | | | 1 | $ - | $ - | $ - | $ 8,000 | 100% |
| | | Deployment & Maintenance Equipment | | $ 1,000 | 1 | $ 1,000 | | | 1 | $ - | $ - | $ - | $ 1,000 | 100% |
| | | Shipping | | $ 600 | 2 | $ 1,200 | | | 2 | $ - | $ - | $ - | $ 1,200 | 100% |
| | | | | | **Task Total:** | **$ 50,133** | | | | | | | **$ 50,133** | **0%** |
| | Laboratory Analyses (March 30th to October 30th = 32 weeks x 2 sites) | Chla | SM 10200 H | $ 50 | 64 | $ 3,200 | | | 64 | $ - | $ - | $ - | $ 3,200 | 100% |
| | | Phytoplankton - taxa, densities | AET Lab | $ 150 | 64 | $ 9,600 | | | 64 | $ - | $ - | $ - | $ 9,600 | 100% |
| | | Shipping | | $ 120 | 6 | $ 720 | | | 6 | $ - | $ - | $ - | $ 720 | 100% |
| | | | | | **Task Total:** | **$ 13,520** | | | | | | | **$ 13,520** | **0%** |
| | Consulting | Meetings/Consulting | Dave Caron | $ 325 | 20 | $ 6,500 | | | 20 | $ - | $ - | $ - | $ 6,500 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | QA/QC Officer Management | Senior Biologist | $ 138 | 50 | $ 6,900 | | | 50 | $ - | $ - | $ - | $ 6,900 | 100% |
| | | CEDEN Data Exports | Senior Biologist | $ 138 | 55 | $ 7,590 | | | 55 | $ - | $ - | $ - | $ 7,590 | 100% |
| | | | | | **Task Total:** | **$ 24,590** | | | | | | | **$ 24,590** | **0%** |
| | | | | | **Total Services** | **$ 88,243** | | | | | | | **$ 88,243** | 100% |

**ITEM #D-2**

# City of Oxnard - Channel Islands Harbor Project
# (2) RBR Sensors @ SeaBridge Westport Budget:
# 2021 to 2022

| Program | Phase | Task/Analyte | Personnel/Method | Price/Rate | Hours/ Samples/ Events | Project Budget | Qty Used in Period | Qty Previously Used | Qty Remaining | Current Billing | Previous Billing | Billed to Date | Remaining | % Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **On Call Consulting** | **Remote sensors (2)** | Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs | Senior Biologist | $ 138 | 96 | $ 13,248 | | | 96 | $ - | $ - | $ - | $ 13,248 | 100% |
| | **2 Sensors** | Data Analysis & reporting | AET Scientitst | $ 130 | 25 | $ 3,250 | | | 25 | $ - | $ - | $ - | $ 3,250 | 100% |
| | | | AET Analyst | $ 190 | 25 | $ 4,750 | | | 25 | $ - | $ - | $ - | $ 4,750 | 100% |
| | | | Dave Caron | $ 325 | 15 | $ 4,875 | | | 15 | $ - | $ - | $ - | $ 4,875 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | | Senior Biologist | $ 138 | 20 | $ 2,760 | | | 20 | $ - | $ - | $ - | $ 2,760 | 100% |
| | | Sensor maintenance & cleaning (In lab) | Senior Biologist | $ 138 | 25 | $ 3,450 | | | 25 | $ - | $ - | $ - | $ 3,450 | 100% |
| | | Sensor replacement | | $ 1,000 | 4 | $ 4,000 | | | 4 | $ - | $ - | $ - | $ 4,000 | 100% |
| | | Annual factory calibration | | $ 8,000 | 1 | $ 8,000 | | | 1 | $ - | $ - | $ - | $ 8,000 | 100% |
| | | Deployment & Maintenance Equipment | | $ 1,000 | 1 | $ 1,000 | | | 1 | $ - | $ - | $ - | $ 1,000 | 100% |
| | | Shipping | | $ 600 | 2 | $ 1,200 | | | 2 | $ - | $ - | $ - | $ 1,200 | 100% |
| | | | | | **Task Total:** | **$ 50,133** | | | | | | | **$ 50,133** | **0%** |
| | Laboratory Analyses (March 30th to October 30th = 32 weeks x 2 sites) | Chla | SM 10200 H | $ 50 | 64 | $ 3,200 | | | 64 | $ - | $ - | $ - | $ 3,200 | 100% |
| | | Phytoplankton - taxa, densities | AET Lab | $ 150 | 64 | $ 9,600 | | | 64 | $ - | $ - | $ - | $ 9,600 | 100% |
| | | Shipping | | $ 120 | 6 | $ 720 | | | 6 | $ - | $ - | $ - | $ 720 | 100% |
| | | | | | **Task Total:** | **$ 13,520** | | | | | | | **$ 13,520** | **0%** |
| | Consulting | Meetings/Consulting | Dave Caron | $ 325 | 20 | $ 6,500 | | | 20 | $ - | $ - | $ - | $ 6,500 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | QA/QC Officer Management | Senior Biologist | $ 138 | 50 | $ 6,900 | | | 50 | $ - | $ - | $ - | $ 6,900 | 100% |
| | | CEDEN Data Exports | Senior Biologist | $ 138 | 55 | $ 7,590 | | | 55 | $ - | $ - | $ - | $ 7,590 | 100% |
| | | | | | **Task Total:** | **$ 24,590** | | | | | | | **$ 24,590** | **0%** |
| | | | | | **Total Services** | **$ 88,243** | | | | | | | **$ 88,243** | 100% |

**ITEM #D-2**

# City of Oxnard - Channel Islands Harbor Project
# (2) RBR Sensors @ SeaBridge Westport Budget:
# 2022 to 2023

| Program | Phase | Task/Analyte | Personnel/Method | Price/Rate | Hours/ Samples/ Events | Project Budget | Qty Used in Period | Qty Previously Used | Qty Remaining | Current Billing | Previous Billing | Billed to Date | Remaining | % Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **On Call Consulting** | **Remote sensors (2)** | Weekly Data Downloads, Cleaning, Sampling: 32 weeks x 3 hrs | Senior Biologist | $ 138 | 96 | $ 13,248 | | | 96 | $ - | $ - | $ - | $ 13,248 | 100% |
| | **2 Sensors** | Data Analysis & reporting | AET Scientitst | $ 130 | 25 | $ 3,250 | | | 25 | $ - | $ - | $ - | $ 3,250 | 100% |
| | | | AET Analyst | $ 190 | 25 | $ 4,750 | | | 25 | $ - | $ - | $ - | $ 4,750 | 100% |
| | | | Dave Caron | $ 325 | 15 | $ 4,875 | | | 15 | $ - | $ - | $ - | $ 4,875 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | | Senior Biologist | $ 138 | 20 | $ 2,760 | | | 20 | $ - | $ - | $ - | $ 2,760 | 100% |
| | | Sensor maintenance & cleaning (In lab) | Senior Biologist | $ 138 | 25 | $ 3,450 | | | 25 | $ - | $ - | $ - | $ 3,450 | 100% |
| | | Sensor replacement | | $ 1,000 | 4 | $ 4,000 | | | 4 | $ - | $ - | $ - | $ 4,000 | 100% |
| | | Annual factory calibration | | $ 8,000 | 1 | $ 8,000 | | | 1 | $ - | $ - | $ - | $ 8,000 | 100% |
| | | Deployment & Maintenance Equipment | | $ 1,000 | 1 | $ 1,000 | | | 1 | $ - | $ - | $ - | $ 1,000 | 100% |
| | | Shipping | | $ 600 | 2 | $ 1,200 | | | 2 | $ - | $ - | $ - | $ 1,200 | 100% |
| | | | | | **Task Total:** | **$ 50,133** | | | | | | | **$ 50,133** | **0%** |
| | Laboratory Analyses (March 30th to October 30th = 32 weeks x 2 sites) | Chla | SM 10200 H | $ 50 | 64 | $ 3,200 | | | 64 | $ - | $ - | $ - | $ 3,200 | 100% |
| | | Phytoplankton - taxa, densities | AET Lab | $ 150 | 64 | $ 9,600 | | | 64 | $ - | $ - | $ - | $ 9,600 | 100% |
| | | Shipping | | $ 120 | 6 | $ 720 | | | 6 | $ - | $ - | $ - | $ 720 | 100% |
| | | | | | **Task Total:** | **$ 13,520** | | | | | | | **$ 13,520** | **0%** |
| | Consulting | Meetings/Consulting | Dave Caron | $ 325 | 20 | $ 6,500 | | | 20 | $ - | $ - | $ - | $ 6,500 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | QA/QC Officer Management | Senior Biologist | $ 138 | 50 | $ 6,900 | | | 50 | $ - | $ - | $ - | $ 6,900 | 100% |
| | | CEDEN Data Exports | Senior Biologist | $ 138 | 55 | $ 7,590 | | | 55 | $ - | $ - | $ - | $ 7,590 | 100% |
| | | | | | **Task Total:** | **$ 24,590** | | | | | | | **$ 24,590** | **0%** |
| | | | | | **Total Services** | **$ 88,243** | | | | | | | **$ 88,243** | 100% |

Agreement No. A-8093

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 24th day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Aquatic Bioassay & Consulting Laboratories, 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,** which is attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

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 Wastewater Division Manager (**"Manager"**), subject to the direction of the City Manager or Department Manager.



COUNCIL APPROVED
7/24/2018 27
DATE

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 with or without cause and at no cost to the Consultant 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 $453,888 for services provided under this Agreement until June 30, 2019 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.

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. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1)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 to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, 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 (singularly a **"Claim"** and collectively the **"Claims"**).

(2)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 City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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 the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

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 18704 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.

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

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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.

[Signatures on next page]

Agreement No. A-8093

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

**CITY OF OXNARD**

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) Date

☐ Alexander Nguyen, City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion, City Clerk (if agreement is $250,000.01 or more) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (required for any agreement amount) Date

APPROVED AS TO CONTENT:

Thien Ng, Project Manager (required for any agreement amount) Date

Rosemarie Gaglione, Department Head (if agreement is $25,000.01 or more) Date

APPROVED AS TO AMOUNT:

Alexander Nguyen, City Manager (if agreement is $250,000.01 or more) Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) Date

**CONSULTANT**

Thomas K. Mikel, President Date

Melody A. Mikel, Chief Financial Officer 7/11/2018 Date

The City requires the following for any contract:

1. For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
2. For an LLC, the signatures of at least two managers of the LLC; or
3. For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT B
# SCHEDULE OF SERVICES

[SEE ATTACHMENT E – MONITORING AND REPORTING PROGRAM]

# EXHIBIT C
# COMPENSATION RATES

| Tasks | Program | Operation | Phase | Task/Analyte | Personnel/Method | Price/Rate | OT Rate | # Samples Hours Days | OT Hours | Events/Yr | Cost | OT Cost | Sub-Total | Operation Total | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (continued) | Management | Data Management | Personnel | Senior Biologist | $ 105 | | 8 | | 6 | $ 5,040 | | $ 5,040 | | |
| | | Management | Data Analysis | Personnel | Senior Biologist | $ 105 | | 8 | | 5 | $ 4,200 | | | | |
| | | | | | Analysts | $ 80 | | 8 | | 10 | $ 6,400 | | $ 10,600 | | |
| | | Management | Annual Report | Personnel | Senior Scientist | $ 150 | | 8 | | 6 | $ 7,200 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 6 | $ 5,040 | | $ 12,240 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 6 | $ 7,200 | | $ 7,200 | | |
| | | Management | Regional Monitoring | Sediment Quality | Senior Scientist | $ 150 | $ 225 | 8 | 3 | 2 | $ 2,400 | $ 1,350 | $ 3,750 | | |
| | | | | Benthic Infauna | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 1 | $ 840 | $ 473 | $ 1,313 | | |
| | | | | Trawling Committee | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 2 | $ 1,680 | $ 630 | $ 2,310 | | |
| | | | | Toxicity | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 2 | $ 1,680 | $ 945 | $ 2,625 | | |
| | | | | Field Operations | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 0 | $ - | $ - | $ - | | |
| | | | | Trash | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 2 | $ 1,680 | $ 945 | $ 3,625 | $ 47,708 | $ 208,564 |
| Task 3 | Kelp Bed Monitoring | Management | Central Coast Kelp Consortium | Annual Review Meeting | Senior Scientist | $ 150 | | 10 | | 1 | $ 1,500 | | | | |
| | | | | | Aerial flyover and report | $ 9,000 | | | | | $ 9,000 | | $ 10,500 | $ 10,500 | $ 10,500 |
| Task 4 | Annual Outfall & Diffuser Inspection | Field | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 1 | $ 840 | $ 315 | | | |
| | | | | Personnel | Divers | $ 130 | $ 195 | 8 | 2 | 3 | $ 3,120 | $ 1,170 | | | |
| | | | | Equipment | Boat | $ 2,400 | | 1 | | 1 | $ 2,400 | | | | |
| | | | | Equipment | Video Equipment | $ 1,272 | | | | 1 | $ 1,272 | | | | |
| | | | | Equipment | Dive Equipment | $ 1,602 | | | | 1 | $ 1,602 | | $ 10,719 | $ 10,719 | |
| | | Lab | Video and Written Report | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | | | |
| | | | | Personnel | Senior Biologist | $ 105 | | 8 | | 2 | $ 1,680 | | $ 2,880 | $ 2,880 | |
| | | Management | Annual Report | Personnel | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 840 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 10 | | 1 | $ 1,500 | | $ 1,500 | $ 2,340 | $ 15,939 |
| | | | | | | | | | | | | | | | $ 453,888 |

## ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP)

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contaminant sources, and protection of beneficial uses. The final design of regional monitoring programs is developed by means of steering committees and technical committees comprised of participating agencies and organizations, and is not specified in this permit. Instead, for each regional component, the degree and nature of participation of the Discharger is specified. For this permit, these levels of effort are based upon past participation of the City of Oxnard in regional monitoring programs.

The Discharger shall participate in regional monitoring activities coordinated by the SCCWRP or any other appropriate agency approved by the Regional Water Board. The procedures and time lines for the Regional Water Board approval shall be the same as detailed for special studies, below.

c. Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies may also be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

The Discharger and the Regional Water Board shall consult annually to determine the need for special studies. Each year, the Discharger shall submit proposals for any proposed special studies to the Regional Water Board by December 15, for the following year's monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Board meeting, to obtain the Regional Water Board approval and to inform the public. Upon approval by the Regional Water Board, the Discharger shall implement its special study or studies.

4. In an attempt to bridge the foregoing gap in information, this monitoring program for the City of Oxnard is comprised of requirements to demonstrate compliance with the conditions of the NPDES permit, ensure compliance with state water quality standards, and mandate participation in regional monitoring and/or area-wide studies.

5. Discharger participation in regional monitoring programs is required as a condition of this permit. The Discharger shall complete collection and analysis of samples in accordance with the schedule established by the Steering Committee directing the bight-wide regional monitoring surveys. The level of participation shall be similar to that provided by the Discharger in previous regional surveys conducted in 1994, 1998, 2003 and 2008. The regional programs which must be conducted under this permit include:

   a. Future Southern California Bight regional surveys, including benthic infauna, sediment chemistry, fish communities and fish predator risk;

   b. Central Region Kelp Monitoring Program – coordinated by the Regional Water Board; and,

   c. Central Bight Water Quality Cooperative Program – coordinated monitoring conducted by the Orange County Sanitation District, County Sanitation Districts of Los Angeles County, the City of Los Angeles and the City of Oxnard through appropriate agencies for water quality monitoring.

D. Water/wastewater samples must be analyzed within allowable holding time limits as specified in 40 CFR part 136.3. All QA/QC analyses must be run on the same dates that samples are actually analyzed. The Discharger shall retain the QA/QC documentation in its files and make available for inspection and/or submit them when requested by the Regional Water Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the monthly report.

E. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and to ensure accuracy of measurements, or shall ensure that both equipment activities will be conducted.

F. For any analyses performed for which no procedure is specified in the USEPA guidelines, or in the MRP, the constituent or parameter analyzed and the method or procedure used must be specified in the monitoring report.

G. Each monitoring report must affirm in writing that "all analyses were conducted at a laboratory certified for such analyses by the California Department of Public Health or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this Monitoring and Reporting Program."

H. The monitoring report shall specify the USEPA analytical method used, the Method Detection Limit (MDL), and the Reporting Level (RL) [the applicable minimum level (ML) or reported Minimum Level (RML)] for each pollutant. The MLs are those published by the State Water Board in the 2009 Ocean Plan, Appendix II. The ML represents the lowest quantifiable concentration in a sample, based on the proper application of all method-based analytical procedures and the absence of any matrix interference. When all specific analytical steps are followed and after appropriate application of method specific factors, the ML also represents the lowest standard in the calibration curve for that specific analytical technique. When there is deviation from the method analytical procedures, such as dilution or concentration of samples, other factors may be applied to the ML depending on the sample preparation. The resulting value is the reported ML.

I. The Discharger shall select the analytical method that provides an ML lower than the permit limit established for a given parameter, unless the Discharger can demonstrate that a particular ML is not attainable, in accordance with procedures set forth in 40 CFR part 136, and obtains approval for a higher ML from the Executive Officer, as provided for in section K. below. If the effluent limitation is lower than all the MLs in Appendix II of the 2009 Ocean Plan, the Discharge must select the method with the lowest ML for compliance purposes. The Discharger shall include in the Annual Summary Report a list of the analytical methods employed for each test.

J. The Discharger shall instruct its laboratories to establish calibration standards so that the ML (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. In accordance with section K. below, the Discharger's laboratory may employ a calibration standard lower than the ML in Appendix II of the 2009 Ocean Plan.

K. In accordance with section III.C.5.b of the 2009 Ocean Plan, the Regional Water Board Executive Officer, in consultation with the State Water Board's Quality Assurance Program Manager, may establish an ML that is not contained in Appendix II of the 2009 Ocean Plan to be included in the discharger's permit in any of the following situations:

## 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:

*The City of Oxnard is currently constructing a permanent sampling facility to incorporate a sampling location that enables complete mixing of the secondary-treated effluent and the brine waste from the AWPF. This sampling facility is expected to be completed by December 2013. This sampling point is referred to as monitoring location EFF-001B. Once this permanent sampling facility becomes operable, the interim monitoring location EFF-001A shall be automatically superseded by monitoring location EFF-001B, which will become the final effluent point of compliance.*

**Table 1. Monitoring Station Locations**

| Discharge Point Name | Monitoring Location Name | Monitoring Location Description |
|---|---|---|
| **Influent and Effluent Monitoring Stations** | | |
| -- | INF-001 | Sampling stations shall be established at each point of inflow to the sewage treatment plant and shall be located upstream of any in-plant return flows and where representative samples of the influent can be obtained. |
| 001 | EFF-001A | The interim effluent sampling station shall consist of sampling stations at: (1) a location that will represent the secondary-treated effluent before mixing with the brine waste, and (2) a location that will represent the total brine waste discharged to the outfall. The samples collected from (1) and (2) will be combined proportionate to the flow, and shall conduct the required testing analysis on a single, blended sample. |
| 001 | EFF-001B | The effluent sampling station shall be located downstream of any in-plant return flows and after the brine waste produced from the AWPF has commingled with the final secondary effluent, where representative samples of the effluent can be obtained. |

| **Receiving Water Column Monitoring Stations** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Station | RWC-4101<br>RWC-4102<br>RWC-4102<br>RWC-4104<br>RWC-4105<br>RWC-4106 | RWC-4201<br>RWC-4202<br>RWC-4203<br>RWC-4204<br>RWC-4205<br>RWC-4206 | RWC-4301<br>RWC-4302<br>RWC-4303<br>RWC-4304<br>RWC-4305<br>RWC-4306 | RWC-4391<br>RWC-4392<br>RWC-4393<br>RWC-4394<br>RWC-4395<br>RWC-4396 | RWC-4401<br>RWC-4402<br>RWC-4403<br>RWC-4404<br>RWC-4405<br>RWC-4406 | RWC-4501<br>RWC-4502<br>RWC-4503<br>RWC-4504<br>RWC-4505<br>RWC-4506 | RWC-4601<br>RWC-4602<br>RWC-4603<br>RWC-4604<br>RWC-4605<br>RWC-4606 | RWC-4701<br>RWC-4702<br>RWC-4703<br>RWC-4704<br>RWC-4705<br>RWC-4706 |
| Latitude | 34°03'54.4"<br>34°02'67.1"<br>34°01'68.8"<br>33°99'22.2"<br>33°97'16.4"<br>33°94'85.2" | 34°05'15.4"<br>34°05'43.9"<br>34°04'70.3"<br>34°02'75.6"<br>34°00'42.3"<br>33°97'66.7" | 34°09'35.8"<br>34°08'81.2"<br>34°06'62.8"<br>34°04'71.9"<br>34°03'02.1"<br>34°00'90.5" | 34°07'67.5"<br>34°07'29.6"<br>34°06'59.7"<br>34°05'02.8"<br>34°04'17.2"<br>34°03'10.2" | 34°13'50. 6"<br>34°12'22.6"<br>34°10'87.1"<br>34°09'25.3"<br>34°07'64.1"<br>34°06'66.7" | 34°15'66.9"<br>34°15'18.7"<br>34°14'60.7"<br>34°13'88.2"<br>34°12'07.6"<br>34°11'03.9" | 34°23'06.5"<br>34°22'73.2"<br>34°22'16.6"<br>34°21'46.2"<br>34°20'63.7"<br>34°19'53.1" | 34°27'12.3"<br>34°26'35.0"<br>34°25'55.1"<br>34°24'60.3"<br>34°24'06.4"<br>34°23'30.3" |
| Longitude | 119°90'77.3"<br>119°91'23.5"<br>119°91'68.5"<br>119°92'71.3"<br>119°93'64.6"<br>119°94'70.6" | 119°00'71.6"<br>119°01'03.5"<br>119°01'41.3"<br>119°02'27.3"<br>119°03'31.4"<br>119°04'63.2" | 119°09'77.4"<br>119°10'06.0"<br>119°11'03.1"<br>119°11'86.6"<br>119°12'65.9"<br>119°13'77.9" | 119°11'25.6"<br>119°11'53.6"<br>119°12'10.0"<br>119°12'44.9"<br>119°13'40.6"<br>119°14'10.3" | 119°19'02.0"<br>119°20'39.1"<br>119°21'82.7"<br>119°23'84.3"<br>119°25'04.3"<br>119°26'41.1" | 119°22'39.3"<br>119°24'17.8"<br>119°25'16.1"<br>119°27'19.9"<br>119°30'28.8"<br>119°32'98.8" | 119°28'73.0"<br>119°27'85.0"<br>119°29'41.3"<br>119°31'48.3"<br>119°33'99.7"<br>119°37'20.7" | 119°31'04.1"<br>119°32'80.9"<br>119°36'09.1"<br>119°37'05.6"<br>119°39'23.9"<br>119°41'26.7" |

## III. INFLUENT MONITORING REQUIREMENTS

Influent monitoring is required to:

- Determine compliance with NPDES permit conditions.
- Assess treatment plant performance.
- Assess effectiveness of the Pretreatment Program.

### A. Monitoring Location INF-001

1. The Discharger shall monitor influent to the facility at INF001 as follows:

**Table 2. Influent Monitoring**

| Parameter | Units | Sample Type | Minimum Sampling Frequency | Required Analytical Test Method |
|---|---|---|---|---|
| Flow | mgd | Recorder/totalizer | Continuous[1] | [2] |
| pH | pH units | Grab | Daily | [2] |
| TSS | mg/L | 24-hr composite | Daily | [2] |
| $BOD_5$ 20°C | mg/L | 24-hr composite | Daily | [2] |
| Oil and grease | mg/L | Grab[3] | Weekly | [2] |
| Benzidine | µg/L | 24-hr composite | Quarterly | [2] |
| Heptachlor epoxide | µg/L | 24-hr composite | Quarterly | [2] |
| PCBs | µg/L | 24-hr composite | Quarterly | [2] |
| TCDD equivalents | ng/L | 24-hr composite | Quarterly | [2] |
| Remaining pollutants in Table B of the 2009 Ocean Plan (excluding residual chlorine, acute and chronic toxicity, and ammonia) | µg/L | 24-hr composite, or grab, as applicable according to 40 CFR part 136 | Semiannually | [2] |
| Pesticides | µg/L | 24-hr composite | Semiannually | [2] |

## IV. EFFLUENT MONITORING REQUIREMENTS

Effluent monitoring is required to:

- Determine compliance with NPDES permit conditions and water quality standards.
- Assess plant performance, identify operational problems and improve plant performance.

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[1] When continuous monitoring of flow is required, total daily flow and peak daily flow (24-hr basis) should be reported.

[2] Pollutants shall be analyzed using the analytical methods described in 40 CFR part 136; where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or State Water Board. For any pollutant whose effluent limitation is lower than all the MLs specified in Appendix II of the Ocean Plan, the analytical method with the lowest ML must be selected.

[3] Oil and grease monitoring in the influent and effluent shall consist of a single grab sample at peak flow over a 24-hour period.

| Parameter | Units | Sample Type | Minimum Sampling Frequency | Required Analytical Test Method |
|---|---|---|---|---|
| (including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium) | pCi/L | 24-hr composite | Semiannually | [5] |
| Pesticides[6] | µg/L | 24-hr composite | Semiannually | [5] |

## V. WHOLE EFFLUENT TOXICITY TESTING REQUIREMENTS

### A. Chronic Toxicity Testing

1. **Methods and test species.** The Discharger shall conduct critical life stage chronic toxicity tests on 24-hour composite, 100 percent effluent samples in accordance with USEPA's *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). Pursuant to the 2009 California Ocean Plan, upon the approval of the Executive Officer of the Regional Water Board, the Discharger may use a second tier organism (e.g., silverside) if first tier organisms (e.g., topsmelt) are not available. However, the Discharger is required to immediately resume the chronic toxicity test using the original testing organism as soon as this organism becomes available.

2. **Frequency**

   a. Screening - The Discharger shall conduct the first chronic toxicity test screening for three consecutive months in 2014. Re-screening is required every 24 months. The Discharger shall re-screen with a marine vertebrate species, a marine invertebrate species, and a marine alga species and continue to monitor with the most sensitive species. If the first suite of re-screening tests demonstrate that the same species is the most sensitive, then the re-screening does not need to include more than one suite 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.

   b. Regular toxicity tests - After the screening period, monitoring shall be conducted monthly using the most sensitive species.

3. **Toxicity Units.** The chronic toxicity of the effluent shall be expressed and reported in Chronic Toxic Units, TUc, where,

$$TU_c = \frac{100}{NOEC}$$

The No Observable Effect Concentration (NOEC) is expressed as the maximum percent effluent concentration that causes no observable effect on test organisms, as determined by the results of a critical life stage toxicity test.

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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 the stipulated criteria, analyze for Tritium, Strontium-90 and Uranium.

[6] Pesticides are, for purposes of this order, those six constituents referred to in 40 CFR part 125.58(p) (Methoxychlor, Demeton, Guthion, Malathion, Mirex, and Parathion).

weeks, over a 12-week period. Effluent sampling for the first test of the six additional tests shall commence within five working days of receipt of the test results exceeding the toxicity limitation.

1. If all the results of the six additional tests are in compliance with the toxicity limitation, the Discharger may resume regular monthly testing.

2. If the result of any of the six additional tests exceeds the limitation, then the Discharger shall continue to monitor once every two weeks until six consecutive biweekly tests are in compliance. At that time, the Discharger may resume regular monthly testing.

3. If the results of any two of the six tests (any two tests in a 12-week period) exceed the limitation, the Discharger shall initiate a Toxicity Identification Evaluation (TIE) and implement the initial investigation Toxicity Reduction Evaluation (TRE) work plan.

4. If implementation of the initial investigation TRE work plan (see item E below) indicates the source of toxicity (e.g., a temporary plant upset, etc.), then the Discharger shall return to the regular testing frequency.

**D. Preparation of an Initial Investigation TRE Work Plan**

The Discharger shall prepare and submit a copy of the Discharger's Initial Investigation TRE (TRE) work plan to the Executive Officer of the Regional Water Board for approval within 90 days of the effective date of this permit. If the Executive Officer does not disapprove the work plan within 60 days, the work plan shall become effective. The Discharger shall use USEPA manual EPA/833B-99/002 (municipal) as guidance, or most current version. At a minimum, the TRE work plan must contain the provisions in Attachment G. This work plan shall describe the steps the Discharger intends to follow if toxicity is detected, and should include the following, at a minimum:

1. A description of the investigation and evaluation techniques that will be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.

2. A description of the facility's methods of maximizing in-house treatment efficiency and good housekeeping practices, and a list of all chemicals used in the operation of the facility; and,

3. If a TIE is necessary, an indication of the person who would conduct the TIEs (i.e., an in-house expert or an outside contractor). See MRP section V.E.3 below for guidance manuals.

**E. Steps in TRE and TIE**

1. If results of the implementation of the facility's initial investigation TRE work plan indicate the need to continue the TRE/TIE, the Discharger shall expeditiously develop a more detailed TRE work plan for submittal to the Executive Officer within 15 days of completion of the initial investigation TRE. The detailed work plan shall include, but not be limited to the following:

   a. Further actions to investigate and identify the cause of toxicity;

   b. Actions the Discharger will take to mitigate the impact of the discharge and prevent the recurrence of toxicity; and,

   c. A schedule for these actions.

a. There is consistent toxicity in the effluent and the maximum pH in the toxicity test is in the range to cause toxicity due to increased pH.

b. Chronic ammonia concentrations in the effluent are greater than 4 mg/L total ammonia.

c. Conduct graduated pH tests as specified in the TIE methods. For example, mortality should be higher at pH 8 and lower at pH 6.

d. Treat the effluent with a zeolite column to remove ammonia. Mortality in the zeolite treated effluent should be lower than the non-zeolite treated effluent. Then add ammonia back to the zeolite-treated samples to confirm toxicity due to ammonia.

2. When it has been demonstrated that toxicity is due to ammonia because of increasing test pH, pH may be controlled using appropriate procedures which do not significantly alter the nature of the effluent, after submitting a written request to the Regional Water Board, and receiving written permission expressing approval from the Executive Officer of the Regional Water Board.

**G. Reporting**

The Discharger shall submit a full report of the toxicity test results, including any accelerated testing conducted during the month, as required by this permit. Test results shall be reported in Chronic Toxicity Units (TUc), as required, with the self-monitoring report (SMR) for the month in which the test is conducted.

If an initial investigation indicates the source of toxicity and accelerated testing is unnecessary, pursuant to section V.C.4, then those results also shall be submitted with the SMR for the period in which the investigation occurred.

1. The full report shall be received by the Regional Water Board by the 15th day of the second month following sampling.

2. The full report shall consist of (1) the results; (2) the dates of sample collection and initiation of each toxicity test; (3) the toxicity limit.

3. Test results for toxicity tests also shall be reported according to the appropriate manual chapter on Report Preparation and shall be attached to the SMR. Routine reporting shall include the following, at a minimum, as applicable, for each test, as appropriate:

   a. sample date(s)

   b. test initiation date

   c. test species

   d. end point values for each dilution (e.g. number of young, growth rate, percent survival)

   e. $LC_{50}$ value(s) in percent effluent

   f. TUa value(s) $\left(TU_a = \frac{100}{LC50}\right)$

collected by the Discharger contribute to the Central Bight Cooperative Water Quality Survey This regionally coordinated survey provides integrated water quality surveys on a quarterly basis. These surveys cover 200 kilometers of coast in Ventura, Los Angeles, and Orange Counties, from the nearshore to approximately 10 kilometers offshore. This cooperative program contributes to a regional understanding of seasonal patterns in nearshore water column structure. The regional view provides context for determining the significance and causes of locally observed patterns in the area of wastewater outfalls.

1. The Discharger shall monitor receiving water quality at 48 Receiving Water Column Monitoring Stations from RWC-4101 to RWC-4706 (See Table 1) as follows:

**Table 4a. Receiving Water Monitoring Requirements – 1**

| Parameter | Units | Sample Type | Minimum Sampling Frequency | Required Analytical Test Method |
|---|---|---|---|---|
| Dissolved oxygen | mg/L | continuous profile | quarterly | [2] |
| Water temperature | °C | continuous profile | quarterly | [2] |
| Light transmittance | % transmittance | continuous profile | quarterly | [6] |
| Salinity | ppt | continuous profile | quarterly | [2] |
| pH | pH units | continuous profile | quarterly | [2] |
| Chlorophyll a | µg/L | continuous profile | quarterly | [2] |
| Visual observations | --- | --- | quarterly | [7] |

Sampling techniques shall follow protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*. Data shall be analyzed to approximate the typical wastewater plume movement and data from 1998 and forward shall be analyzed to determine and map out the wastewater plume movement under different seasonal and weather conditions.

2. The Discharger shall monitor bacteria and ammonia at 18 receiving water column monitoring stations of RWC-4301 to RWC-4306, and RWC-4391 to RWC-4396, and RWC-4401 to RWC-4406 (See Table 1) as follows:

[6] Light transmittance (transmissivity) shall be measured with a transmissometer, using equipment and procedure similar to that described by L.V. Whitney [*Transmission of Solar Energy and the Scattering Produced by Suspensoids in Lake Waters*, Transactions of the Wisconsin Academy of Sciences, Arts, and Letters, Vol. 31 (1938)]. Results shall be expressed as the percent of light transmittance. Path length of transmissometer should be noted.

[7] Observations of wind (direction and speed), weather (e.g., cloudy, sunny, or rainy), current (e.g., direction), and tidal conditions (e.g., high or low tide) shall be made and recorded (every four hours during offshore sampling) at the time samples of the waters of the Pacific Ocean (shore, nearshore, and all offshore stations) are collected.
Observations of water color, discoloration, oil and grease, turbidity, odor, materials of sewage origin in the water or on the beach, and unusual or abnormal amounts of floating or suspended matter in the water or on the beach, rocks and jetties, or beach structures shall also be made and recorded at stations or while in transit. The character and extent of such matter shall be described. The dates, times and depths of sampling and these observations shall also be reported.

iii. Community structure analysis for benthic infaunal[10] for each station and each replicate.

Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above in iii. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.

(2) Sediment Chemistry Survey – All benthic sediment samples shall be taken at each station by means of a 0.1 $m^2$ (1.1 $ft^2$) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

i. Total organic carbon (TOC) (mg/kg dry wt);

ii. Dissolved sulfides (water soluble) (mg/kg dry wt);

iii. Total Kjeldahl nitrogen (mg/kg dry wt);

iv. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and,

v. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin, HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in µg/kg dry weight.

Annual testing shall be required for these parameters during late summer (August/September). Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling.

In August/September of the third year of the permit, full priority pollutant scans shall be performed on sediment samples from all stations.

(3) Sediment Toxicity Survey – Sediment toxicity testing shall be conducted annually (August/September) at two receiving water sediment monitoring stations of RWS-003 and RWS-007. Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested with amphipod Eohaustorius - survival end point; using standard protocols approved by the Executive Officer of this Regional Water Board.

[10] Community structure analysis of benthic infauna shall include number of species, number of individuals per species, total numerical abundance, species abundance per grab, species richness, species diversity (e.g., Shannon-Wiener), species evenness and dominance per station and replicate, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of this Regional Water Board and USEPA Region IX, and the Infaunal Index.

(3) Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates[11] shall be conducted for fish and macroinvertebrates for each station.

(4) Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community analysis. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.

(5) Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the Zone of Initial Dilution (ZID) boundary and the reference station, and trends in these values shall be measured over time. The results of this inspection shall be included in the monitoring report.

b. Local Fish and Macroinvertebrate Tissue Survey

Fish and macroinvertebrate tissues shall be obtained from fish collected by trawls and from invertebrates collected by trawls or SCUBA at the trawling stations.

Annually, tissues of two species (one demersal fish and one macroinvertebrate) of importance to commercial and/or sport fishers or of obvious ecological significance shall be analyzed for priority pollutants (i.e., for bioaccumulation of toxic pollutants). If possible, for the duration of this permit and order, the same species shall be used at all stations.

(1) Fish Tissues

i. Tissue, as applied to the analysis of priority pollutants, signifies separate analyses for muscle and liver. All tissue samples shall be analyzed for wet weight and percent lipid.

ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.

iii. The data for these parameters shall be expressed in µg/kg dry weight.

[11] Community structure analysis of fish and macroinvertebrates shall include wet weight of fish and macroinvertebrate species (when combined weight of individuals of one species exceeds 0.2 kg), standard length of each individual, number of species, number of individuals per species, total numerical abundance per station, number of individuals in each 1-cm size class for each species of fish, species abundance per trawl and per station, species richness, species diversity (e.g., Shannon-Wiener), species evenness, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of the Regional Water Board and USEPA Region IX.

iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on fish tissue samples from all offshore trawling stations.

v. For fish tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station[12]. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of tissues[13] taken from fish of one species and include at least six individuals. In order to obtain the required number of individuals, additional trawls may be necessary.

vi. Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to this Regional Board and the USEPA Region IX.

vii. The following fish species are recommended for the tissue analysis of priority pollutants: White Croaker (Genyonemus lineatus) and Speckled sanddab (Citharichthys stigmaeus).

(2) Macroinvertebrate Tissues

i. Tissue, as applied to the analysis of priority pollutants in macroinvertebrates, signifies analyses for muscle or other tissue, if muscle is impractical. All tissue samples shall be analyzed for wet weight and percent lipid.

ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.

iii. The data for these parameters shall be expressed in µg/kg dry weight.

iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on macroinvertebrate tissue samples from all offshore trawling stations.

v. For macroinvertebrate tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of sufficient tissue taken from at least three individual organisms of one species. In order to obtain the required number of individuals, additional trawls may be necessary. When feasible, tissues from

[12] Where appropriate, individuals (from trawls) comprising the smallest 10 percent by weight shall not be used as part of the composite sample. Individuals for tissue analysis shall be randomly selected from the remaining organisms.

[13] Tissue samples removed from individuals shall be of uniform weight. To the extent feasible, individual fish selected for analysis should be of the same sex.

D. **Seafood Safety Monitoring**

1. **Local Seafood Safety Survey**

a. This survey addresses two questions: 1) Where seafood consumption advisories exist locally, do tissue concentrations of contaminants continue to exceed the Advisory Tissue Concentration (ATC)? and 2) What are the tissue contaminant trends relative to the ATC in other species not currently subject to local consumption advisories? The data collected will be used to provide information necessary for the management of local seafood consumption advisories.

b. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones in years one, three and five of the permit. For rockfishes, scorpionfish (Scorpaena guttata) is the preferred species, followed by bocaccio (Sebastes paucispinis) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (Embiotoca jacksoni) is the preferred species, followed by white surfperch (Phanerodon furcatus) and then by walleye surfperch (Hyperprosopon argenteum).

c. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place within the same season of the year (preferably late summer/early fall) and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for: Mercury, DDTs, PCBs, Aldrin, Dieldrin, Endrin and Chlordane.

2. **Regional Seafood Safety Survey**

a. This regional survey addresses the question: "Are seafood tissue levels within the Southern California Bight below levels that ensure public safety?" The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.

b. Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. A regional seafood safety survey within the Southern California Bight took place in 2009 (Bight'08). The final survey design was determined cooperatively by participants represented on the Regional Steering Committee and the Surface Water Ambient Monitoring Program (SWAMP). The Discharger provided support to the Bight'08 Seafood Safety Survey by participating in or performing the following activities:

i. Participation on the Steering Committee;

ii. Participation on relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, and Chemistry); and,

iii. Tissue chemical analysis.

| Parameter | Unit | Sample Type | Minimum Sampling Frequency | Analytical Test Method and Minimum Level, units |
|---|---|---|---|---|
| Acetaminophen | ng/L | To be proposed | Annually | To be proposed |
| Amoxicillin | ng/L | To be proposed | Annually | To be proposed |
| Azithromycin | ng/L | To be proposed | Annually | To be proposed |
| Carbamazepine | ng/L | To be proposed | Annually | To be proposed |
| Caffeine | ng/L | To be proposed | Annually | To be proposed |
| Ciprofloxacin | ng/L | To be proposed | Annually | To be proposed |
| N,N-Diethyl-m-toluamide (DEET) | ng/L | To be proposed | Annually | To be proposed |
| Dilantin | ng/L | To be proposed | Annually | To be proposed |
| Gemfibrozil | ng/L | To be proposed | Annually | To be proposed |
| Ibuprofen | ng/L | To be proposed | Annually | To be proposed |
| Lipitor (Atorvastain) | ng/L | To be proposed | Annually | To be proposed |
| Iodinated contrast media (Iopromide) | ng/L | To be proposed | Annually | To be proposed |
| Sulfamethoxazole | ng/L | To be proposed | Annually | To be proposed |
| Trimethoprim | ng/L | To be proposed | Annually | To be proposed |
| Salicylic acid | ng/L | To be proposed | Annually | To be proposed |
| TCEP, TCPP and TDCPP | ng/L | To be proposed | Annually | To be proposed |
| Triclosan | ng/L | To be proposed | Annually | To be proposed |
| Bifenthrin | ng/L | To be proposed | Annually | To be proposed |
| Permethrin | ng/L | To be proposed | Annually | To be proposed |
| Chlorpyrifos | ng/L | To be proposed | Annually | To be proposed |
| Galaxolide | ng/L | To be proposed | Annually | To be proposed |
| Diclofenac | ng/L | To be proposed | Annually | To be proposed |
| Butylbenzyl Phthalate | ng/L | To be proposed | Annually | To be proposed |
| Perfluorooctane Sulfonate (PFOS) | ng/L | To be proposed | Annually | To be proposed |
| Fipronil | ng/L | To be proposed | Annually | To be proposed |
| Meprobamate | ng/L | To be proposed | Annually | To be proposed |

**B. Outfall and Diffuser Inspection**

An annual survey shall be performed in October or November. This shall consist of:

1. An examination of the outfall and diffuser port system for plugs, leaks, rotation, and flow distribution. A detailed structural analysis of the pipes every five years submitted with the Report of Waste Discharge (ROWD) shall be conducted using underwater television/videotape and submarine visual inspection, where appropriate, to provide a

2. The Discharger shall report in the SMR the results for all monitoring specified in this MRP under sections III through VIII. The Discharger shall submit monthly, quarterly, semiannual, annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order. 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 6. Monitoring Periods and Reporting Schedule**

| Sampling Frequency | Monitoring Period Begins On... | Monitoring Period | SMR Due Date |
|---|---|---|---|
| Continuous | Permit effective date | All | Submit with monthly SMR |
| Hourly | Permit effective date | Hourly | Submit with monthly SMR |
| Daily | Permit effective date | (Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling | Submit with monthly SMR |
| Weekly | Sunday following permit effective date or on permit effective date if on a Sunday | Sunday through Saturday | Submit with monthly SMR |
| Monthly | First day of calendar month following permit effective date or on permit effective date if that date is first day of the month | 1st day of calendar month through last day of calendar month | By the 15th day of the second month after the month of sampling |
| Quarterly | Closest of January 1, April 1, July 1, or October 1 following (or on) permit effective date | January 1 through March 31<br>April 1 through June 30<br>July 1 through September 30<br>October 1 through December 31 | May 15<br>August 15<br>November 15<br>February 15 |
| Semiannually | Closest of January 1 or July 1 following (or on) permit effective date | January 1 through June 30<br>July 1 through December 31 | August 15<br>February 15 |
| Annually | January 1 following (or on) permit effective date | January 1 through December 31 | April 15 |

4. The Discharger shall submit SMRs in accordance with the following requirements:

   a. 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

   b. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the WDRs; 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.

Each annual monitoring report shall contain a separate section titled "Reasonable Potential Analysis" which discusses whether or not reasonable potential was triggered for pollutants which do not have a final effluent limitation in the NPDES permit. This section shall contain the following statement: "The analytical results for this sampling period did/ did not trigger reasonable potential." If reasonable potential was triggered, then the following information should also be provided:

a. A list of the pollutant(s) that triggered reasonable potential;

b. The Basin Plan or CTR criteria that was exceeded for each given pollutant;

c. The concentration of the pollutant(s);

d. The test method used to analyze the sample; and,

e. The date and time of sample collection.

The Discharger shall submit to the Regional Water Board, together with the first monitoring report required by this permit, a list of all chemicals and proprietary additives which could affect this waste discharge, including quantities of each. Any subsequent changes in types and/or quantities shall be reported promptly.

**2. Receiving Water Monitoring Report**

An annual summary of the receiving water monitoring data collected during each sampling year (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of the following year.

A detailed receiving water monitoring biennial assessment report of the data collected during the two previous calendar sampling years (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of every other year. This report shall include an annual data summary and shall also include an in-depth analysis of the biological and chemical data following recommendations in the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Weisberg. 2001. Model Monitoring Program for Large Ocean Dischargers in Southern California. SCCWRP Tech. Rep #367. SCCWRP, Westminster, CA. 101 pp.). Data shall be tabulated, summarized, and graphed where appropriate, analyzed, interpreted, and generally presented in such a way as to facilitate ready understanding of its significance. Spatial and temporal trends shall be examined and compared. The relation of physical and chemical parameters to biological parameters shall be evaluated. See, also, section V.G. of this MRP. All receiving water monitoring data shall be submitted in accordance with the data submittal formats developed for the Southern California Bight Regional Monitoring Surveys.

The first assessment report shall be due August 15, 2015, and cover the sampling periods of January-December 2013 and January-December 2014. Subsequent reports shall be due August 1, 2017, and August 1, 2019, to cover sampling periods of January 2015-December 2016 and January 2017-December 2018, respectively.

**3. Outfall Inspection Report**

A summary report of the Outfall Inspection findings shall be provided annually. This written report, augmented with videographic and/or photographic images, shall provide a

ATTACHMENT E1

Water Boards

Los Angeles Regional Water Quality Control Board

May 31, 2018

Mr. Badaoui Mouderres, P.E.
Technical Services & Water Quality Manager
Wastewater Division, Public Works Department
City of Oxnard
6001 South Perkins Road
Oxnard, California 93033-9047

Dear Mr. Mouderres,

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) received your letter, *The City of Oxnard's 2018 Southern CA Bight Regional Monitoring Program, Resource Allocation (NPDES Permit CA0054097, Order No. R4-2013-0094)*, dated on April 18th, 2018. This letter outlined the City of Oxnard's plans to participate in the 2018 Southern California Bight Regional Monitoring Program (Bight '18). Bight '18 is in its sixth iteration of an ongoing marine monitoring collaboration that runs in five-year cycles and is facilitated by the Southern California Coastal Water Research Project (SCCWRP). As it has done in the past, the City will reallocate resources from its routine annual receiving water monitoring as required by the NPDES permit to fund activities associated with the Bight '18 program. The City proposed in this letter several revisions to its existing NPDES monitoring and reporting program.

To ensure the resources are available for the City's participation in Bight '18, the City proposed the following resource exchanges from 2018 through 2019:

- The City will suspend the "Local Seafood Safety" sampling effort as part of the NDPES permit requirements and instead reallocate sources to support Bight '18 water quality and benthic sediment monitoring to fulfill the NPDES requirement.
- The City will suspend conducting "Special Studies" and tissue monitoring as part of the NDPES permit requirements and instead participate in Bight '18 ocean acidification (OA) study and harmful algal blooms (HABs) study to fulfill the NPDES requirement.

The suspension of the "Local Seafood Safety" is justified by the fact that the City already conducted sampling in September & October 2014, October 2015 and September 2017 and thus fulfilled the "Local Seafood Safety" sampling requirement for the existing NPDES permit. In addition, the State of California Bioaccumulation Monitoring Program intends on sampling all the sportfishing zones in Southern California in summer 2018 in conjunction with the Bight '18 program and the analyses for the fish tissue samples will be conducted by other agencies participating in Bight '18. The City will suspend "Local Seafood Safety" sampling in 2018 and 2019 and will resume sampling in 2020. The suspension of the "Special Studies" is justified by the fact that the Bight '18 OA study and HABs study are designed to develop novel sampling methods to address outstanding management questions. The City's participation in both studies can fulfill the "Special Studies" requirement for 2018 and 2019. The City will resume conducting "Special Studies" in 2020.

- The City will provide all the quality assurance, data management, data analysis and reporting effort expended during one year to the Bight '18 program through participation in the reporting and review process conducted by the technical and management workgroups.

To offset the costs associated with these sampling and analysis efforts, the City requests to reallocate the following annual NDPES monitoring resources:

- Instead of analyzing seven sediment samples for the full suite of chemical constituents found in the permit, the City will analyze twenty-nine sediment samples for a subset of the full Bight '18 analyte list, which includes chlorinated hydrocarbons, PCBs and PAHs. The City will not analyze the following analytes found in the permit, including dissolved sulfides, percent solids, trace metals, trace mercury, grain size, total Kjeldahl nitrogen, total organic carbon, total cyanide, acid extractable compounds and toxaphene.

This letter will serve to approve the modifications of the NPDES monitoring program as outlined above for FY2018-2019 (July 1, 2018 to June 30, 2019).

The reallocations of monitoring resources described above will allow the City of Oxnard to maintain monitoring of key water quality parameters while also helping to implement the Bight '18 OA study and HABs study. We appreciate your interest and cooperation in participating in these important studies.

If you have any further questions, please contact Jun Zhu at (213) 576-6681 or Elizabeth Erickson at (213) 576-6665.

Sincerely,

Deborah J. Smith
Executive Officer

cc: Terry Fleming, U.S. Environmental Protection Agency, Region IX (WTR-2)
Ken Schiff, Southern California Coastal Water Research Project
Thien Ng, City of Oxnard
Vince Ines, City of Oxnard
Scott Johnson, Aquatic Bioassay Consulting Laboratories, INC

This letter serves to approve the modifications of the NPDES monitoring program as outlined above from 2018 through 2019.

**Water Quality Monitoring**

In support of the Bight '18 OA study and HABs study, two sampling efforts will be added to the City's existing water quality monitoring:

- As part of the OA committee effort, vertical and/or oblique bongo net tows will be conducted for up to six stations at depths ranging from 400 to 500 meters (m), quarterly for two years starting in fall 2018 or winter 2019. Each of these tows will require additional two ship days per quarter for a total of eight boat days over the two-year time period. Pteropods (Mollusca) will be collected from these tows and assessed for the potential deterioration of their calcareous shells due to ocean acidification.
- As part of the HABs committee effort, the City will deploy caged mussels in the coastal ocean near the mouth of the Santa Clara River. These arrays will be deployed over a four-month period beginning in fall 2018 and ending in winter 2019. A total of eight visits (2 per month) will be made by the City to collect subsets of mussels for cyanotoxin analysis.

To offset the costs associated with these additional monitoring activities, the City proposed the following resource exchanges from 2018 through 2019:

- Eliminate quarterly discrete sampling for ammonia.
- Reduce the collection of indicator bacteria (total and fecal coliforms and enterococcus) from three transects to two transects.
- Allocate the effort used to deploy and analyze caged mussels (as required by the NPDES permit) to deploying mussel arrays for the HABs study described above.

The elimination of ammonia sampling is justified by the fact that ammonia concentrations are nearly always at or below method detection limit. The reduction of bacteria sampling is justified by the fact that bacteria concentrations have not been elevated to concentrations near Ocean Plan standards over the past decade. The HABs study will cover mussel sampling in 2018.

This letter will serve to approve the modifications of the NDPES monitoring program as outlined above for fiscal year (FY) 2018-2019 (July 1, 2018 to June 30, 2019).

**Benthic Sediment Monitoring**

The City will also provide resources for the following elements in benthic sediment monitoring within the Bight '18 program:

- The City will collect sediment samples at twenty-nine locations and trawls at twenty-four locations in near coastal waters, to a depth not to exceed 200 m. This is in keeping with the spatial extent and effort expended during the past Bight surveys in 2008 and 2013.
- Instead of analyzing seven sediment samples for in fauna (sorting and taxonomy), the City will analyze eighteen samples.
- Instead of analyzing six sediment samples for toxicity, the City will analyze fifteen sediment samples for toxicity. Each sample will be tested using the bivalve (*Mytilus sp.*) sediment interface test.
- The City will provide the effort to collect domoic acid samples at each of the twenty-nine sites in near coastal water described above.
- The City will participate in the enumeration of trash and marine debris in all trawls collected during the Bight '18 survey, as requested by the Bight '18 Trawl Committee.

EXHIBIT B

**Aquatic Bioassay & Consulting Laboratories**
**Professional Services Fee Schedule [1.]**

aquatic bioassay & consulting laboratories, inc

| | |
|---|---|
| Principal Scientist | $ 180 |
| Scientist | $ 150 |
| Senior Biologist | $ 105 |
| Biologist | $ 95 |
| Field Technician | $ 75 |
| Laboratory Technician | $ 75 |

1. Fees do not include per diem, equipment or travel
These rates are not to be reproduced or distributed

May, 2016

ITEM #D-2

# EXHIBIT C
# COMPENSATION RATES

| Tasks | Program | Operation | Phase | Task/Analyte | Personnel/Method | Price/Rate | OT Rate | # Samples Hours Days | OT Hours | Events/Yr | Cost | OT Cost | Sub-Total | Operation Total | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (continued) | Management | Data Management | Personnel | Senior Biologist | $ 105 | | 8 | | 6 | $ 5,040 | | $ 5,040 | | |
| | | Management | Data Analysis | Personnel | Senior Biologist | $ 105 | | 8 | | 5 | $ 4,200 | | | | |
| | | | | | Analysts | $ 80 | | 8 | | 10 | $ 6,400 | | $ 10,600 | | |
| | | Management | Annual Report | Personnel | Senior Scientist | $ 150 | | 8 | | 6 | $ 7,200 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 6 | $ 5,040 | | $ 12,240 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 6 | $ 7,200 | | $ 7,200 | | |
| | | Management | Regional Monitoring | Sediment Quality | Senior Scientist | $ 150 | $ 225 | 8 | 3 | 2 | $ 2,400 | $ 1,350 | $ 3,750 | | |
| | | | | Benthic Infauna | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 1 | $ 840 | $ 473 | $ 1,313 | | |
| | | | | Trawling Committee | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 2 | $ 1,680 | $ 630 | $ 2,310 | | |
| | | | | Toxicity | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 2 | $ 1,680 | $ 945 | $ 2,625 | | |
| | | | | Field Operations | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 0 | $ - | $ - | $ - | | |
| | | | | Trash | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 2 | $ 1,680 | $ 945 | $ 2,625 | $ 47,703 | $ 208,564 |
| Task 3 | Kelp Bed Monitoring | Management | Central Coast Kelp Consortium | Annual Review Meeting | Senior Scientist | $ 150 | | 10 | | 1 | $ 1,500 | | | | |
| | | | | | Aerial flyover and report | $ 9,000 | | | | | $ 9,000 | | $ 10,500 | $ 10,500 | $ 10,500 |
| Task 4 | Annual Outfall & Diffuser Inspection | Field | | Peronnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 1 | $ 840 | $ 315 | | | |
| | | | | Personnel | Divers | $ 130 | $ 195 | 8 | 2 | 3 | $ 3,120 | $ 1,170 | | | |
| | | | | Equipment | Boat | $ 2,400 | | 1 | | 1 | $ 2,400 | | | | |
| | | | | Equipment | Video Equipment | $ 1,272 | | | | 1 | $ 1,272 | | | | |
| | | | | Equipment | Dive Equipment | $ 1,602 | | | | 1 | $ 1,602 | | $ 10,719 | $ 10,719 | |
| | | Lab | Video and Written Report | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | | | |
| | | | | Personnel | Senior Biologist | $ 105 | | 8 | | 2 | $ 1,680 | | $ 2,880 | $ 2,880 | |
| | | Management | Annual Report | Personnel | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 840 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 10 | | 1 | $ 1,500 | | $ 1,500 | $ 2,340 | $ 15,939 |
| | | | | | | | | | | | | | | | $ 453,388 |

Agreement No. A-8093

## 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

**Agreement No. A-8093**

## GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

### COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

### OTHER PROVISIONS

**CLAIMS**: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (  ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects, (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No. A-8093**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### 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 _____

Rev. 7/18 INS-A.doc

Agreement No. A-8093

# FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 14th day of November, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 24th, 2018, by City and Consultant.

City and Consultant agree as follows:

1. Section 1 of the Agreement is hereby replaced in its entirety with the following:

   "Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibits A** and **A-2**, both of which are attached hereto and incorporated herein by this reference."

   **Exhibit A-2** is attached to this First Amendment and is incorporated by this reference in full.

2. Section 8 of the Agreement is hereby replaced in its entirety with the following:

   "All services performed pursuant to **Exhibit A** shall be completed pursuant to the schedules provided in **Exhibit B**. All services performed pursuant to **Exhibit A-2** shall be completed by November 14, 2020. 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.

3. Section 12 of the Agreement is hereby replaced in its entirety with the following:

   "This Agreement shall begin on July 1, 2018, and shall expire on June 30, 2021."

4. Section 14(a) of the Agreement is hereby replaced with the following:

   "City shall pay Consultant in an amount not to exceed $453,888 for services provided pursuant to **Exhibit A** until June 30, 2019, at rates provided in **Exhibit C**, which is attached hereto and incorporated herein by this reference. City shall pay Consultant in an amount not to exceed $306,045 for services provided pursuant to **Exhibit A-2** until November 14, 2020, at the rates provided in **Exhibit C-2**, which is attached hereto and incorporated by this reference. Services performed under **Exhibit A** shall be billed separately from services performed under **Exhibit A-2**. All invoices must clearly indicate whether they apply to services in **Exhibit A** or **Exhibit A-2**. Invoices for **Exhibit A** may not exceed **Exhibit A's** maximum amount. Invoices for **Exhibit A-2** may not exceed **Exhibit A-2's** maximum amount. "

   **Exhibit C-2** is attached to this First Amendment and is incorporated by this reference in full.



COUNCIL APPROVED
11-13-2018 K4(1)
DATE

Agreement No. A-8093

# EXHIBIT A-2
# SCOPE OF SERVICES

The scope of this work includes three main tasks:

1. Conduct the sampling program to define the sinks and sources of nutrients in the Harbor and thereby identify potential control measures that can be initiated to maintain or decrease nutrient loading of the Harbor.
2. Recommend the framework for long-term monitoring that will be ongoing and provide information to the City regarding the status of water quality in the Harbor.
3. Conduct a hydrologic modeling study of the Harbor to assess current water retention times, including in the back basins and Edison Canal.

Below are the objectives, deliverables, potential outcomes, and estimated budgets for each of the tasks above.

## Nutrient Sources & Sinks

### *Sampling Plan*

This phase of the project will include the development of the written sampling plan that includes the project scope, sampling locations and frequencies, Quality Control requirements, data management, analysis and reporting approach.

### *Sediment Nutrients*

Plant nutrients (nitrogen and phosphorus) sequestered in Harbor sediments are a key factor resulting in recurring algal blooms in the water columns of shallow embayments. Characterizing the spatial distributions and concentrations of nutrients contained in the sediments will assess the status of those substances that promote algal blooms and locate (spatially) the major repositories of these nutrients in Harbor sediments.

Since nutrient concentrations change slowly over time (on the order of years), there will be a one-time sampling event, likely in the fall 2018, to collect up to 30 sediment samples on a station array that will be defined in the Planning phase of this project.

Sediments will be analyzed for total nitrogen and phosphorus, and % solids.

### *Storm Event Sampling*

There will be a total of three sampling events at up to 30 locations to characterize the concentrations of nutrients in Harbor waters, and to identify nutrient sources emanating from storm drains, agricultural runoff and other sources. These three sampling events will be associated with: the 1$^{st}$ major storm event of the year (>0.5 inches); the 2$^{nd}$ storm event; and on one dry weather event. It is highly likely that storm events are a major source of nutrients to the Harbor. Therefore, sampling on the first storm will help to identify the areas in the Harbor channels where nutrient inputs are greatest. The locations and numbers of samples collected may change for the second storm event, based on the information gained from the first storm event sampling. Where possible, samples will be collected near major stormwater and agricultural inputs.

Agreement No. A-8093

# EXHIBIT C-2
# RATES AND COMPENSATION

| Project | | | Total |
|---|---|---|---|
| Nutrient Sources & Sinks | | $ | 124,640 |
| Long Term Monitoring | | $ | 128,400 |
| Hydrology Study: Retention Times | | $ | 27,500 |
| As-Needed Consulting Services | Not to Exceed | $ | 25,505 |
| | | $ | 306,045 |

| Position | Hourly Rate | |
|---|---|---|
| Chief Science Officer | $ | 325 |
| Senior Scientist | $ | 180 |
| AET Analytical Scientist | $ | 130 |
| Senior Biologist | $ | 120 |
| Field Technician | $ | 80 |

Agreement No. A-8093

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 11/6/18

**AQUATIC BIOASSAY & CONSULTING LABORATORIES, INC.**

Thomas Mikel, President Date 11/7/18

Mellody Mikel, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Agreement No. A-8093

# SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of October, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 24, 2018 by City and Consultant The Agreement previously has been amended on November 14, 2018, by a First Amendment.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the not to exceed amount of "$759,933" is hereby replaced by "$1,332,933."

2. Exhibit A (Scope of Services) is hereby modified to:

   a. Change the page title to "Exhibit A Scope of Services (Wastewater –NPDES)"; and
   b. Include the section "Additional Scope (2019-20)" and Tasks A through F, following Task 3 (Outfall and Diffuser Inspection), in the current Scope of Services, which is attached hereto and incorporated herein.

3. Exhibit A-2 (Scope of Services) is hereby modified to:

   a. Change the page title to "Exhibit A-2 Scope of Services (Special Districts – Channel Islands Harbor)"; and
   b. Include additional scope information, with the header, "On-Call Services," to be inserted between the "Hydrology Study," and the "As-Needed Consulting Services" paragraphs, which is attached hereto and incorporated herein.

4. Attachment F (Receiving Water Monitoring Program Budget) is hereby added to the Agreement, which is attached hereto and incorporated herein.

5. Attachment G (Channel Islands Harbor Project Budget: November 2019 to June 2020) is hereby added to the Agreement, which is attached hereto and incorporated herein.

As so amended, the original Agreement, all terms and conditions in the original Agreement and all previous amendments remain in full force and effect.

[Signatures on next page]



COUNCIL APPROVED
10/15/2019 K-10
DATE

Agreement No. A-8093

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

**CITY OF OXNARD**

Tim Flynn 10/15/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

10/15/19

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

9-9-19

Stephen M. Fischer, City Attorney (always required) Date

_____

**AQUATIC BIOASSAY & CONSULTING LABORATORIES, INC.**

9-11-19

Thomas Mikel, President[2] Date

09/10/2019

Mellody Mikel, Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# EXHIBIT A
# SCOPE OF SERVICES (WASTEWATER – NPDES)

Consultant shall conduct the following services in accordance with the City of Oxnard Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit (Order No. R4-2013-0094, NPDES No. CA005097, CI No. 2022) Attachment E – Monitoring and Reporting Program (MRP), which is attached hereto and incorporated herein by this reference, and Attachment E1 – May 31, 2018 Regional Water Quality Control Board (Regional Board) approved monitoring changes, which is attached hereto and incorporated herein by this reference.

**Task 1: Receiving Water Monitoring**

Consultant shall provide receiving water monitoring in accordance with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VII, and IX D.2.

**Task 2: 2018 Southern California Bight Regional Monitoring Program (Bight 18) Surveys**

Consultant shall provide Bight 18 surveys in accordance with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VII, IX D.2, and Attachment E1 – May 31, 2018 Regional Board approved monitoring changes.

**Task 3: Outfall and Diffuser Inspection**

Consultant shall provide outfall and diffuser inspection with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VIII, and IX D.3.

**Additional Scope (2019-20):**

Consultant shall conduct all the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2018-0140 (Monitoring and Reporting Program (MRP):

1. Core monitoring, regional monitoring and special studies as described in the General Monitoring Provisions.
2. Receiving Water Monitoring Requirements - Section VIII. Parts A, B, C, D, and E.
3. Other Monitoring Requirements - Section IX. A. Outfall and Diffuser Inspection.
4. Reporting Requirements - Section X.A.9, D.4 (Receiving Water Report) and D.5 (Outfall Inspection Report).
5. Regional monitoring based on the Southern California Bight Regional Monitoring Program work plans for 2018 thru 2020 and the resource allocation letter from the Los Angeles Regional Water Quality Control Board, dated May 31st, 2018.

Task A –Water Quality Monitoring & Bight 18 Surveys - $224,295

Consultant shall continue to provide receiving water monitoring to include four (4) quarterly reports, one (1) annual Report, Data Management and analysis and Regional Monitoring in accordance with the Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit for Fiscal Year 2019-20. In addition, consultant shall conduct two water quality surveys as part of the Southern California Bight 2018 Regional Monitoring Program including Ocean Acidification (b. OA) and Harmful Algal Blooms (c. HABs). Participation in these surveys includes field sampling, attending all meetings at SCCWRP pertaining to this work, data management and analysis, and reporting and review.

| | |
|---|---|
| Deliverables | Four (4) Quarterly Receiving Water Field Surveys: (Aug, Nov, Feb, May)<br><br>Four (4) Quarterly Sets of<br>Laboratory Analyses: Bacteria, aragonite and alkalinity (ammonia is dropped in 2018 per Bight 18)<br><br>Conducting the OA and HABs studies per Bight protocols<br><br>Monthly Program Management including (4) Quarterly Receiving Water Monitoring Reports, Regional Monitoring & Annual Report<br><br>Attendance at (4) So. CA Bight meetings |

Task B – Benthic Monitoring - $81,506

Consultant shall provide Benthic Sediment services per the work plans and protocols specified in the NPDES permit, including field sampling, data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Field Sampling: Benthic Sediments @ 7 locations<br><br>Laboratory Analyses: chemistry, infauna, toxicity<br><br>Monthly Program Management<br><br>Attendance at (10) 2018 So CA Bight meetings |

Task C – Fish and Invertebrate Monitoring - $34,543

Consultant shall provide Benthic Fish and Invertebrate trawl services per the work plans and protocols specified in the NPDES permit, including field sampling, data management, analysis, reporting, and attendance at Regional Monitoring meetings in accordance with the City's NPDES Permit.

| | |
|---|---|
| Deliverables | Field Sampling: Benthic Trawling @ 3 locations<br><br>Population analysis<br><br>Laboratory Analyses: tissue chemistry<br><br>Monthly Program Management<br><br>Attendance at (4) 2018 So CA Bight meetings |

Task E – Kelp Bed Monitoring - $10,500

Consultant shall continue to participate in the Central Coast Kelp Consortium for FY 2019-20.

| | |
|---|---|
| Deliverables | Participation in Central Region Kelp Survey Consortium as required<br><br>Review Annual Report |

Task F – Outfall & Diffuser Inspection - $16,925

Consultant shall inspect the City's Outfall and Diffuser and provide a report to the City on their condition.

| | |
|---|---|
| Deliverables | Field work: outfall dive video<br><br>Laboratory: video review and editing<br><br>Monthly Program Management and Annual Report |

# EXHIBIT A-2
# SCOPE OF SERVICES (SPECIAL DISTRICTS – CHANNEL ISLANDS HARBOR)

The scope of this work includes three main tasks:

1. Conduct the sampling program to define the sinks and sources of nutrients in the Harbor and thereby identify potential control measures that can be initiated to maintain or decrease nutrient loading of the Harbor.
2. Recommend the framework for long-term monitoring that will be ongoing and provide information to the City regarding the status of water quality in the Harbor.
3. Conduct a hydrologic modeling study of the Harbor to assess current water retention times, including in the back basins and Edison Canal.

Below are the objectives, deliverables, potential outcomes, and estimated budgets for each of the tasks above.

## Nutrient Sources & Sinks

*Sampling Plan*

This phase of the project will include the development of the written sampling plan that includes the project scope, sampling locations and frequencies, Quality Control requirements, data management, analysis and reporting approach.

*Sediment Nutrients*

Plant nutrients (nitrogen and phosphorus) sequestered in Harbor sediments are a key factor resulting in recurring algal blooms in the water columns of shallow embayments. Characterizing the spatial distributions and concentrations of nutrients contained in the sediments will assess the status of those substances that promote algal blooms and locate (spatially) the major repositories of these nutrients in Harbor sediments.

Since nutrient concentrations change slowly over time (on the order of years), there will be a one-time sampling event, likely in the fall 2018, to collect up to 30 sediment samples on a station array that will be defined in the Planning phase of this project.

Sediments will be analyzed for total nitrogen and phosphorus, and % solids.

*Storm Event Sampling*

There will be a total of three sampling events at up to 30 locations to characterize the concentrations of nutrients in Harbor waters, and to identify nutrient sources emanating from storm drains, agricultural runoff and other sources. These three sampling events will be associated with: the 1st major storm event of the year (>0.5 inches); the 2nd storm event; and on one dry weather event. It is highly likely that storm events are a major source of nutrients to the

Harbor. Therefore, sampling on the first storm will help to identify the areas in the Harbor channels where nutrient inputs are greatest. The locations and numbers of samples collected may change for the second storm event, based on the information gained from the first storm event sampling. Where possible, samples will be collected near major storm water and agricultural inputs.

Water samples will be analyzed for: ammonia, nitrate, orthophosphate, total nitrogen and phosphorus. Total and fecal coliforms, and enterococcus bacteria will be measured during the dry weather sampling event only to assess if illegal bilge dumping can be detected.

*Program Management*

Includes: data analysis and reporting, program management.

**Long-Term Monitoring Plan**

The design and implementation of a long-term monitoring plan will provide a continuing record of the status of water quality with the Harbor and serve as an early warning system for impending or emerging events. The beginnings of the Long-Term Monitoring plan are already underway with manual water quality measurements being collected by City staff on a weekly basis at various locations throughout the Harbor, and the deployment of a remote sensor package to measure dissolved oxygen, chlorophyll, temperature and pH from the docks in the northern channel at Seabridge. In addition, weekly water samples are being collected for chlorophyll and phytoplankton to characterize the types of algae that are present and to determine if nuisance and/or toxin generating species are present. The City is in the process of acquiring four additional sensor packages that will be deployed in the Channel Islands Harbor to improve the spatial understanding of water quality events.

Funding for the Long-Term Monitoring Program includes:

1. Maintenance, repair and replacement of remote sensing equipment, annual factory calibration and deployment equipment.
2. Weekly (during warm weather) and bi-weekly (cold weather) water quality sampling for phytoplankton and chlorophyll.
3. Laboratory analyses for chlorophyll and phytoplankton.
4. Data analysis and reporting

**Hydrology Study**

Since the end of March 2018 when the Edison plant pumps were shut down, there has been significant interest in assessing the retention time of Harbor water in the back basins. The water pumped through the power plant, drew water out of the back basins resulting in a net retention time of 2 to 3 days. It was previously estimated that retention times might increase up to 17 days without the pumps in operation. Since the configuration of the back basin has been changed since the original retention study, an updated survey is warranted to properly characterize water flow. This information will identify the movement and residence times of bloom-promoting nutrients

in the Harbor and assist engineers in determining the best process for increasing flow through the back basins, should that prove to be a desirable management strategy.

**On-Call Services**

Additional services may be authorized by the City on an on-call basis. With short notice, the City may request that the Consultant conduct testing and analysis to produce results as soon as possible. The additional scope and rates are specified in Exhibit G (Channel Islands Harbor Budget Project), which is attached hereto and incorporated herein.

**As-Needed Consulting Services**

Services to be provided at hourly rates shown on Exhibit C-2. City shall authorize needed services in writing which may include participation at stakeholder meetings, consultation on community response plans and meetings with City staff.

# Attachment F
## Receiving Water Monitoring Program Budget

| Tasks | Program | Operation | Phase | Task/Analyte | Personnel/Method | Price/Rate | OT Rate | # Samples Hours Days | OT Hours | Events/Yr | Cost | OT Cost | Sub-Total | Operation Total | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task A | **Water Quality Monitoring (NPDES VII.A)** | | | | | | | | | | | | | | |
| | Quarterly WQ | Field | Sampling | Personnel (CTD calibration) | Senior Biologist | $ 105 | $ 158 | 8 | | 4 | $ 3,360 | $ - | | | |
| | | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 6 | $ 5,040 | $ 1,890 | | | |
| | 4 Qrtly's x 1 days + 2 blown out days | | | Personnel (ship time) | Field Technician | $ 75 | $ 113 | 8 | 2 | 6 | $ 3,600 | $ 1,350 | | | |
| | (Same as NPDES permit, except no NH3, bacti = 36 samples/event | | | Equipment | Boat | $ 3,360 | | 1 | | 6 | $ 20,160 | | | | |
| | | | | Equipment | Materials and supplies | $ 6,000 | | | | 1 | $ 6,000 | | | | |
| | | | | Equipment | CTD + pressure sensors | $ 3,500 | | 1 | | 4 | $ 14,000 | | $ 55,400 | $ 55,400 | |
| | Quarterly Pierpoint Sampling | Field | Sampling | Personnel (mobilization) | Senior Biologist | $ 105 | $ 158 | 4 | | 4 | $ 1,680 | $ - | | | |
| | 4 sites per quarter | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 3 | 8 | $ 6,720 | $ 3,780 | | | |
| | | | | Personnel (ship time) | Field Technician | $ 75 | $ 113 | 8 | 3 | 8 | $ 4,800 | $ 2,700 | | | |
| | 2019 and 2020 = 2 years | | | Equipment | Boat | $ 3,360 | | 1 | | 8 | $ 26,880 | | | | |
| | | | | Equipment | Materials, supplies, shipping | $ 2,000 | | | | 1 | $ 2,000 | | | | |
| | | | | Equipment | CTD | $ 1,500 | | 1 | | 4 | $ 6,000 | | $ 54,560 | $ 54,560 | |
| | HABs Mussel Array | Field | Sampling | Personnel (mobilization) | Senior Biologist | $ 105 | $ 158 | 8 | | 10 | $ 8,400 | $ - | | | |
| | 2 events per month for 4 months = 8 days | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 10 | $ 8,400 | $ 3,160 | | | |
| | 2019 to 2020 | | | Personnel (ship time) | Field Technician | $ 75 | $ 113 | 8 | 2 | 10 | $ 6,000 | $ 2,260 | | | |
| | | | | Equipment | Boat | $ 3,360 | | 1 | | 10 | $ 33,600 | | | | |
| | | | | Equipment | Materials, supplies, shipping | $ 2,000 | | | | 1 | $ 2,000 | | | | |
| | | | | Equipment | CTD | $ 2,650 | | 1 | | 11 | $ - | | $ 61,700 | $ 61,700 | |
| | | Lab | Micro and Chemistry | Bacteria (reduce 2 transects) | IDEXX, Enterolert | $ 159 | | 36 | | 4 | $ 22,913 | | | | |
| | | | | Ammonia (PHYSS) (DROP) | | $ 69 | | | | 4 | $ - | | | | |
| | | | | pH & alkalinity (Dixon Labs) | | $ 132 | | 4 | | 4 | $ 2,112 | | | | |
| | | | | Shipping and handling | | $ 250 | | | | 4 | $ 1,000 | | $ 26,025 | $ 26,025 | |
| | | Management | Data Management | Personnel | Senior Biologist | $ 105 | | 16 | | 4 | $ 6,720 | | $ 6,720 | | |
| | | Management | Qrtly Reports | Personnel | Senior Biologist | $ 105 | | 4 | | 4 | $ 3,360 | | $ 3,360 | | |
| | | Management | Data Analysis | Personnel | Senior Biologist | $ 105 | | 8 | | 8 | $ 6,720 | | | | |
| | | Management | Annual Report | Personnel | Senior Scientist | $ 150 | | 8 | | 3 | $ 3,600 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 3 | $ 2,520 | | $ 6,120 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 4 | $ 4,800 | | $ 4,800 | | |
| | | Management | Regional Monitoring & Meetings | Water Quality: HABs and QA | Senior Scientist | $ 150 | $ 225 | 8 | 2 | 2 | $ 2,400 | $ 900 | | | |
| | | | | CTD User Group | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 2 | $ 1,680 | $ 630 | $ 5,610 | $ 26,610 | $ 224,295 |
| Task B | **Benthic Monitoring (NPDES VIII.B)** | | | | | | | | | | | | | | |
| | Benthic Sediments Monitoring | Field | Sediment Sampling | Personnel (mobilization) | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | | | |
| | Sediment Collections @ 7 sites | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 4 | 1 | $ 840 | $ 630 | | | |
| | | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 4 | 1 | $ 840 | $ 630 | | | |
| | | | | Personnel (ship time) | Biologist | $ 95 | $ 143 | 8 | 4 | 1 | $ 760 | $ 570 | | | |
| | | | | Personnel (ship time) | Field Technician | $ 75 | $ 113 | 8 | 4 | 1 | $ 600 | $ 450 | | | |
| | | | | Equipment | Boat | $ 3,360 | | | | 1 | $ 3,360 | | | | |
| | | | | Equipment | Van veen, nets, preservatives | $ 3,000 | | | | 1 | $ 3,000 | | $ 12,520 | $ 12,520 | |
| | Benthic Infauna Taxonomy = 7 sites | Lab | Infauna Analysis | Sorting | Laboratory Technician | $ 475 | | 7 | | 1 | $ 3,325 | | | | |
| | | | | Identification | Taxonomist | $ 1,188 | | 7 | | 1 | $ 8,313 | | $ 11,638 | | |
| | Sediment Chemistry = 7 sites | Lab | Sediment Chemistry | Dissolved Sulfides | Plumb, 1981/TSRL | $ 63 | | 7 | | 1 | $ 444 | | | | |
| | | | | Percent Solids | SM 2540G | $ 36 | | 7 | | 1 | $ 252 | | | | |
| | | | | Trace Mercury | EPA 245.7 | $ 66 | | 7 | | 1 | $ 462 | | | | |
| | | | | Trace Metals | EPA 6020 | $ 277 | | 7 | | 1 | $ 1,946 | | | | |
| | | | | Organochlorine Pesticides & PCB Congeners/Aroclo | EPA 8270C | $ 298 | | 7 | | 1 | $ 2,083 | | | | |
| | | | | Polynuclear Aromatic Hydrocarbons | EPA 8270C | $ 364 | | 7 | | 1 | $ 2,545 | | | | |
| | | | | Grain Size | ASTM | $ 102 | | 7 | | 1 | $ 714 | | | | |
| | | | | Total Kjeldahl Nitrogen | EPA 351.2 | $ 60 | | 7 | | 1 | $ 420 | | | | |
| | | | | Total Organic Carbon | SM 5310 B | $ 66 | | 7 | | 1 | $ 462 | | | | |
| | | | | Total Cyanide | EPA 9014 | $ 78 | | 7 | | 1 | $ 546 | | | | |
| | | | | Acid Extractable Compounds | EPA 8270C | $ 230 | | 7 | | 1 | $ 1,613 | | | | |
| | | | | Toxaphene | NOI-GCMS | $ 66 | | 7 | | 1 | $ 462 | | $ 11,044 | | |
| | Sediment Toxicity, Echinoderian sp, @ 2 class x 3 reps | Lab | Sediment Toxicity | 10 day Echinoderms | | $ 975 | | 6 | | 1 | $ 5,850 | | $ 5,850 | $ 29,431 | |
| | | Management | Data Management | Personnel | Senior Biologist | $ 105 | | 8 | | 2 | $ 1,680 | | $ 1,680 | | |
| | | Management | Data Analysis | Personnel | Senior Scientist | $ 150 | | 8 | | 3 | $ 3,600 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 5 | $ 4,200 | | $ 7,800 | | |
| | | Management | Annual Report | Personnel | Senior Scientist | $ 150 | | 8 | | 4 | $ 4,800 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 6 | $ 5,040 | | $ 9,840 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 6 | $ 7,200 | | $ 7,200 | | |

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ITEM #D-2

City of Oxnard
Receiving Water Monitoring Program Budget
2019 to 2020

Aquatic Bioassay Consulting Laboratories, Inc.

| Tasks | Program | Operation | Phase | Task/Analyte | Personnel/Method | Price/Rate | OT Rate | # Samples Hours Days | OT Hours | Events/Yr | Cost | OT Cost | Sub-Total | Operation Total | Task Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Management | Regional Monitoring | Sediment Quality | Senior Scientist | $ 150 | $ 225 | 8 | 2 | 3 | $ 3,600 | $ 1,350 | $ 4,950 | | |
| | | | | Benthic Infauna | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 2 | $ 1,680 | $ 630 | $ 2,310 | | |
| | | | | Toxicity | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 2 | $ 1,680 | $ 630 | $ 2,310 | | |
| | | | | Trash | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 3 | $ 2,520 | $ 945 | $ 3,465 | $ 39,555 | $ 81,506 |
| Task C | Fish & Invertrebrate Monitoring (NPDES VIII.C) Population Trawls @ 5 sites, 2 replicates | Field | Trawl Sampling | Personnel (mobilization) | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | | | |
| | | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 4 | 1 | $ 840 | $ 630 | | | |
| | | | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 4 | 1 | $ 840 | $ 630 | | | |
| | | | | Personnel (ship time) | Biologist | $ 95 | $ 143 | 8 | 4 | 1 | $ 760 | $ 570 | | | |
| | | | | Personnel (ship time) | Field Technician | $ 75 | $ 113 | 8 | 4 | 1 | $ 600 | $ 450 | | | |
| | | | | Equipment | Boat | $ 3,360 | | | | 1 | $ 3,360 | | | | |
| | | | | Equipment | Travel nets, preservatives | $ 2,500 | | | | 1 | $ 2,500 | | $ 12,020 | $ 12,020 | |
| | Tissue bioaccumulation Fish & invertebrates based on old permit | Lab | Tissue Dissection | Personnel | Biologist | $ 95 | $ 143 | 8 | | 1 | $ 760 | $ - | | | |
| | | | | Personnel | Field Technician | $ 75 | $ 113 | 8 | | 1 | $ 600 | $ - | $ 1,360 | $ 1,360 | |
| | Bagged mussels included in Permit Year 4 | | Tissue Chemistry | Percent Lipids | Gravimetric | $ 60 | | 12 | | | $ 720 | | | | |
| | | | | Percent Solids | SM 2540B | $ 36 | | 12 | | | $ 432 | | | | |
| | | | | Trace Mercury | EPA 245.7 | $ 66 | | 12 | | | $ 792 | | | | |
| | | | | Trace Metals | EPA 6020 | $ 277 | | 12 | | | $ 3,324 | | | | |
| | | | | Organochlorine Pesticides & PCB Congeners/Aroclor | EPA 8270C | $ 298 | | 12 | | | $ 3,571 | | | | |
| | | | | Polynuclear Aromatic Hydrocarbons | EPA 8270C | $ 364 | | 12 | | | $ 4,363 | | | | |
| | | | | Total Cyanide | 9014m | $ 78 | | 12 | | | $ 936 | | | | |
| | | | | Acid Extractable Compounds | EPA 8270C | $ 230 | | 12 | | | $ 2,765 | | | | |
| | | | | Toxaphene | NCI-GCMS | $ 66 | | 12 | | | $ 792 | $ - | $ 17,698 | $ 17,698 | |
| | | Management | Data Management | Personnel | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 840 | | |
| | | Management | Data Analysis | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 2,040 | | |
| | | Management | Annual Report | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | | | |
| | | | | | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 2,040 | | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | $ 1,200 | | |
| | | Management | Regional Monitoring | Trawling Committee | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 3 | $ 2,520 | $ 945 | $ 3,465 | $ 3,465 | $ 34,543 |
| Task D | Seafood Safety Monitoring (NPDES VIII.D) Year 4 of the permit | | | | | | | | | | | | | | $ - |
| Task E | Kelp Bed Monitoring (NPDES VIII.E) | Management | Central Coast Kelp Consortium | Annual Review Meeting | Senior Scientist | $ 150 | | 10 | | 1 | $ 1,500 | | | | |
| | | | | | Aerial flyover and report | $ 9,000 | | | | | $ 9,000 | | $ 10,500 | $ 10,500 | $ 10,500 |
| Task F | Outfall & Diffuser Inspection (NPDES IX.A) | Field | | Personnel (ship time) | Senior Biologist | $ 105 | $ 158 | 8 | 2 | 1 | $ 840 | $ 315 | | | |
| | | | | Personnel | Divers | $ 150 | $ 225 | 8 | 2 | 3 | $ 3,600 | $ 1,350 | | | |
| | | | | Equipment | Boat | $ 3,360 | | 1 | | 1 | $ 3,360 | | | | |
| | | | | Equipment | Video Equipment | $ 500 | | | | 1 | $ 500 | | | | |
| | | | | Equipment | Dive Equipment | $ 1,200 | | | | 1 | $ 1,200 | | $ 11,165 | $ 11,165 | |
| | | Lab | Video and Written Report | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | | | |
| | | | | Personnel | Senior Biologist | $ 105 | | 8 | | 2 | $ 1,680 | | $ 2,880 | $ 2,880 | |
| | | Management | Annual Report | Personnel | Senior Biologist | $ 105 | | 8 | | 1 | $ 840 | | $ 840 | $ 840 | |
| | | Management | Program Management | Personnel | Senior Scientist | $ 150 | | 8 | | 1 | $ 1,200 | | $ 1,200 | $ 1,200 | $ 16,925 |
| | | | | | | | | | | | | | | | $ 367,769 |

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ITEM #D-2

# Attachment G
# Channel Islands Harbor Project Budget:
# November 2019 to June 2020

aquatic bioassay & consulting laboratories, inc
29 north olive ventura, ca 93001 (805) 643 5621

| Program | Phase | Task/Analyte | Personnel/Method | Price/Rate | Hours/ Samples/ Events | Project Budget | Qty Used in Period | Qty Previously Used | Qty Remaining | Current Billing | Previous Billing | Billed to Date | Remaining | % Remaining |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| On Call Consulting<br>Field Work (assumes CINC is doing the majority of the work) | Field work | Water quality sampling | Senior Biologist | $ 120 | 60 | $ 7,200 | | | 60 | $ - | $ - | $ - | $ 7,200 | 100% |
| | | Sensor cleaning & data download | Senior Biologist | $ 120 | 60 | $ 7,200 | | | 60 | $ - | $ - | $ - | $ 7,200 | 100% |
| | | | | | Task Total: | $ 14,400 | | | | | | | $ 14,400 | 0% |
| Includes on call resources for 8 months starting in November 2019 thru June 2020 | Boats (as needed) | Extreme | | $ 2,000 | 4 | $ 8,000 | | | 4 | $ - | $ - | $ - | $ 8,000 | 100% |
| | | AVON | | $ 500 | 4 | $ 2,000 | | | 4 | $ - | $ - | $ - | $ 2,000 | 100% |
| | | | | | Task Total: | $ 10,000 | | | | | | | $ 10,000 | 0% |
| | Remote sensors | Data Analysis & reporting | AET Scientist | $ 130 | 30 | $ 3,900 | | | 30 | $ - | $ - | $ - | $ 3,900 | 100% |
| | | | Dave Caron | $ 325 | 10 | $ 3,250 | | | 10 | $ - | $ - | $ - | $ 3,250 | 100% |
| | | | Scott Johnson | $ 180 | 16 | $ 2,880 | | | 16 | $ - | $ - | $ - | $ 2,880 | 100% |
| | | | Senior Biologist | $ 120 | 16 | $ 1,920 | | | 16 | $ - | $ - | $ - | $ 1,920 | 100% |
| | | Sensor maintenance & cleaning (In lab) | Senior Biologist | $ 120 | 40 | $ 4,800 | | | 40 | $ - | $ - | $ - | $ 4,800 | 100% |
| | | Sensor replacement | | $ 16,000 | 1 | $ 16,000 | | | 1 | $ - | $ - | $ - | $ 16,000 | 100% |
| | | Annual factory calibration | | $ 15,000 | 1 | $ 15,000 | | | 1 | $ - | $ - | $ - | $ 15,000 | 100% |
| | | Remote Telemetry & Installation for 4 sensors | | $ 20,000 | 1 | $ 20,000 | | | 1 | $ - | $ - | $ - | $ 20,000 | 100% |
| | | Deployment & Maintenance Equipment | | $ 2,500 | 1 | $ 2,500 | | | 1 | $ - | $ - | $ - | $ 2,500 | 100% |
| | | Shipping | | $ 400 | 8 | $ 3,200 | | | 8 | $ - | $ - | $ - | $ 3,200 | 100% |
| | | | | | Task Total: | $ 73,450 | | | | | | | $ 73,450 | 0% |
| | Laboratory Analyses | Chla | SM 10200 H | $ 50 | 120 | $ 6,000 | | | 120 | $ - | $ - | $ - | $ 6,000 | 100% |
| | | Phytoplankton - taxa, densities | Caron's Lab | $ 150 | 120 | $ 18,000 | | | 120 | $ - | $ - | $ - | $ 18,000 | 100% |
| | | Shipping | | $ 120 | 8 | $ 960 | | | 8 | $ - | $ - | $ - | $ 960 | 100% |
| | | | | | Task Total: | $ 24,960 | | | | | | | $ 24,960 | 0% |
| | Training | Field work | Senior Biologist | $ 120 | 40 | $ 4,800 | | | 40 | $ - | $ - | $ - | $ 4,800 | 100% |
| | | | | | Task Total: | $ 4,800 | | | | | | | $ 4,800 | 0% |
| | Consulting | Tech assist, editing, review | Dave Caron | $ 325 | 25 | $ 8,125 | | | 25 | $ - | $ - | $ - | $ 8,125 | 100% |
| | | | Scott Johnson | $ 180 | 25 | $ 4,500 | | | 25 | $ - | $ - | $ - | $ 4,500 | 100% |
| | | Public and Internal Meetings | Dave Caron | $ 325 | 25 | $ 8,125 | | | 25 | $ - | $ - | $ - | $ 8,125 | 100% |
| | | | Scott Johnson | $ 180 | 25 | $ 4,500 | | | 25 | $ - | $ - | $ - | $ 4,500 | 100% |
| | | QAPP Review, Modifications, Updates | Scott Johnson | $ 180 | 15 | $ 2,700 | | | 15 | $ - | $ - | $ - | $ 2,700 | 100% |
| | | | Senior Biologist | $ 120 | 30 | $ 3,600 | | | 30 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | Data Analysis, document review, writing | AET Scientist | $ 130 | 30 | $ 3,900 | | | 30 | $ - | $ - | $ - | $ 3,900 | 100% |
| | | | Dave Caron | $ 325 | 10 | $ 3,250 | | | 10 | $ - | $ - | $ - | $ 3,250 | 100% |
| | | | Scott Johnson | $ 180 | 20 | $ 3,600 | | | 20 | $ - | $ - | $ - | $ 3,600 | 100% |
| | | | Senior Biologist | $ 120 | 20 | $ 2,400 | | | 20 | $ - | $ - | $ - | $ 2,400 | 100% |
| | | | | | Task Total: | $ 44,700 | | | | | | | $ 44,700 | 0% |
| | | | | | Total Budget | $ 172,310 | | | | $ - | $ - | $ - | $ 172,310 | 100% |

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# Third Amendment with Aquatic Bioassay Laboratories, Inc. for Ocean Monitoring and Testing Services

Public Works and Transportation Committee
October 27, 2020

Jan Hauser
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of $963,093 for a new not to exceed contract amount of $2,123,026 and to extend the term from June 30, 2021, to November 30, 2023, for ocean monitoring and testing services.

## BACKGROUND

- July 24, 2018: Awarded Agreement A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc (ABC Labs) for ocean monitoring and testing services required for regulatory compliance in the amount of $453,888
- November 13, 2018: First Amendment extended Agreement to June 30, 2021 for continuation of ocean monitoring and Channel Islands Harbor water quality testing services for a new total of $759,933
- October 15, 2019: Second Amendment added new scope and fees for the Wastewater Division ocean monitoring for a new total of $1,159,933



## DISCUSSION

- Extend term of agreement to November 30, 2023, to align with the Wastewater Treatment Plant National Pollution Discharge Elimination System Permit
- Ocean monitoring includes:
  - Water quality sampling
  - Benthic (soil) monitoring
  - Fish and invertebrate monitoring
  - Seafood safety monitoring
  - Kelp bed monitoring
  - Outfall and diffuser inspection
  - Toxicity testing

## CHANNEL ISLANDS WATER QUALITY

- In July 2020, exhausted the $306,045 for Channel Islands Harbor water quality analysis
- Special Districts Division staff worked with the Channel Islands Neighborhood Council (CINC,) to determine a cost-sharing plan for service and have agreed to a funding allocation for Fiscal Year 2020-21 in the amount of $88,243
- Under the Third Amendment, the Special Districts Division is requesting $264,729
- Special Districts is requesting funding for additional years, but will not execute funding for future year's budgets without input from CINC.

## FINANCIAL IMPACT

The total cost for the Third Amendment to ABC Labs Agreement A-8093 is $963,093 for a new contract value of $2,123,026

- $698,364 is for Wastewater Division
- $264,729 is for Special Districts

| DIVISION | ACCOUNT | FY 2020-21 | FY 2021-22 | FY 2022-23 | GRAND TOTAL |
|---|---|---|---|---|---|
| **Wastewater** | 621-6202-842-8239 | $206,035 | $279,034 | $213,295 | $698,364 |
| **Special Districts** | | | | | |
| Westport CFD 2 (10.3%) | 175-1606-805-8209 | $9,089.03 | TBD | TBD | TBD |
| Seabridge CFD 4 (23.4%) | 173-1606-805-8209 | $20,648.86 | TBD | TBD | TBD |
| Mandalay Bay – Waterways Zone 1 (40.7%) | 121-1606-805-8209 | $35,914.90 | TBD | TBD | TBD |
| Harbour Island – Waterways Zone 2 (5.5%) | 177-1606-805-8209 | $4,853.37 | TBD | TBD | TBD |
| General Fund (20.1%) | 101-1001-801-8209 | $17,736.84 | TBD | TBD | TBD |
| Special Districts | SUBTOTAL | $88,243 | $88,243 | $88,243 | $264,729 |
| | **TOTAL** | **$294,278** | **$367,277** | **$301,538** | **$963,093** |

# QUESTIONS?

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

**PUBLIC WORKS AND TRANSPORTATION COMMITTEE**
**AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. D.3**

**DATE:** October 27, 2020

**TO:** Public Works and Transportation Committee

**FROM:** Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

**SUBJECT:** Amendment of Designated Heavy Container (Oversized Vehicles) Corridors. (5/5/5)

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council adopt a resolution, pursuant to Oxnard City Code Section 19-242, amending the list of Routes that may be used for transportation of Heavy Containers by adding the following road segments:
1. Fifth Street from Rose Avenue to Rice Avenue;
2. Rose Avenue from Third Street to Fifth Street;
3. Third Street from Juanita Avenue to Rose Avenue.

## BACKGROUND

In April of this year the City received a request from the Port of Hueneme to consider modifications to its Oversized Vehicle Corridor Route designations to allow for additional access to areas that Port businesses occupy within the City. The main focus of this request was to establish connection from the existing heavy route corridor along Rice Avenue to the Chiquita Fresh and Lineage Logistic facilities on Third Street. Hueneme Road and Rice Avenue already exist as heavy container routes designated by the City. Fifth Street, Rose Avenue and Third Street are not currently designated for the permitting of oversized or overweight vehicles however Fifth Street and Rose Avenue are on the City's Truck Route system.

Staff has reviewed this request and recommends Council revise the Oversized Vehicle Route designations to include these streets for use by businesses located along Third Street when transporting legal overweight loads.

## DISCUSSION

The California Vehicle Code (CVC) establishes the maximum allowable transportation weight per tire for vehicles on public streets and highways. On occasion, vehicles, and more specifically trucks, need to exceed these weights in order to conduct business and gain access either through the city or to existing businesses within. These vehicles are considered "overweight vehicles" and are regulated by both State and City codes. Sections 19-241 through 19-250 of Division 3, Article III of Chapter 19 of the Oxnard City Code (OCC) establishes regulations for the permitting, restriction and designation of overweight vehicles and routes within the city of Oxnard. Specifically, Sections 19-241 and 19-242 establish requirements for permitting of overweight vehicle and the designation of city streets for their use:

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon city streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated or moved on city streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a city permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.

SEC. 19-242. DESIGNATED STREETS.

The city will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the city council.

Section 19-242 establishes that the designation of routes to be used by overweight vehicles is set by resolution of the Council. Trucks needing to transport loads on City streets that exceed the maximum allowable weight must obtain a City permit, pay applicable fees, and comply with all terms and conditions associated with the permit.

The City last updated the overweight vehicle routes within the City on April 19, 2016. As part of that action, the Council adopted Resolution 14,909 which added the loop of Camino Del Sol, Kinetic Drive and Sturgis Road east of Rice Avenue into the oversize road network (see Attachments 2 and 3).

This current request for amendment of routes into the overweight roadway system is similar in nature to the action taken in 2016 and is a result of businesses along Third Street proactively requesting that the permitting process administered by the City be used to regulate their transport of large loads. Based upon discussions with the Port, neither Chiquita Fresh nor Lineage Logistics currently transport overweight loads to their facilities however they have expressed a desire to do so occasionally when the need arises.
Attachment 4 shows the proposed route modifications and businesses located along Third Street that will be serviced by these changes. Under the proposed revised routes they would be able to do this after acquiring a valid Oversize Transportation Permit from the City that restricts their access to only those roads on the oversized route system.

Staff reviewed the condition of the three streets proposed as part of this recommendation. Based upon discussions with the Port, the expected utilization of these streets by heavy vehicles is low. Third Street and Rose Avenue are in satisfactory condition to accommodate the occasional use by overweight trucks that is anticipated under this request. Vehicle sound and volume reductions may be experienced since any overweight load going to or from these facilities is currently being split into multiple vehicles.

Fifth Street is scheduled to receive a significant pavement upgrade as part of the Thin Maintenance Overlay project currently under construction in September/October. When complete, Fifth Street between Rose and Rice will be able to accommodate the heavier vehicles. Staff will monitor the street conditions to determine if any negative effect occurs as part of this route modification.

**CEQA REVIEW**

Staff has reviewed this item and concludes that it is ministerial in nature and does not require CEQA Review.

Rose Avenue from Third Street to Fifth Street, and Fifth Street from Rose Avenue to Rice Avenue are adopted Truck Routes within the City. Additionally, trucks may use Third Street to access local businesses for pick up and drop off of goods and materials.

Because businesses in this area can already obtain permits for oversize delivery along the identified streets, the proposed designation of these streets for use by overweight vehicles merely clarifies shortest vehicle path requirements already in existence by State and City permitting requirements. In essence adopting the new designations will not affect the physical environment.

## STRATEGIC PRIORITIES

This agenda item supports the Economic Development Strategy. The purpose of the Economic Development Strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2a. Improve relationships and communication between the City and the business community.

Goal 4. Implement a "one stop shop" effort at the City's Service Center.

Objective 4a. Streamline internal process to ensure government efficiencies.

## FINANCIAL IMPACT

Approval of this recommended action will result in some minor and incidental costs for changes in route signage along the corridors. This cost which includes labor and materials is estimated to be approximately $2,500 and will be funded from existing appropriations in the RMRA Fund 185 for Public Works Road and Signal Maintenance Project (203009) for use in FY 2020-21.

*Prepared by: Timothy Bochum, City Traffic Engineer, Tatiana Arnaout, City Engineer*

## ATTACHMENTS

1. Resolution
2. Resolution 14909 - 04-19-2016
3. Existing Overweight Vehicle Routes
4. Proposed Overweight Routes
5. Oversized Vehicle Route Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING CERTAIN CITY STREETS FOR THE OPERATION AND MOVEMENT OF OVERWEIGHT VEHICLES.

WHEREAS, the City Council adopted Ordinance No. 2871, on July 30, 2013, which requires that all persons wishing to operate or move an overweight vehicle on designated City streets and highways obtain a special permit; and

WHEREAS, Oxnard City Code ("OCC") section 19-242 provides that designated City streets and highways shall be established by resolution of the City Council; and

WHEREAS, on April 19, 2016 the City Council adopted Resolution No. 14,909 designating the following streets for the operation and movement of overweight vehicles:

1. Hueneme Road from the westerly City limits to easterly City limits.
2. Arcturus Avenue from Hueneme Road to McWane Boulevard.
3. Rice Avenue from southerly City limits to the 101 Ventura Freeway.
4. Camino Del Sol between Rice Avenue and Kinetic Drive.
5. Sturgis Road between Rice Avenue and Kinetic Drive.
6. Kinetic Drive between Camino Del Sol and Sturgis Road.

WHEREAS, there are certain businesses in the city, and more specifically along Third Street west of Rose Avenue who have indicated they may need to occasionally conduct vehicles with overweight loads to and from their facilities and are allowed under existing State law to do so; and

WHEREAS, Rose Avenue from Third Street to Fifth Street and Fifth Street from Rose Avenue to Rice Avenue are adopted Truck Routes within the City and that trucks may already use Third Street to access local businesses for pick up and drop off of goods and materials; and

WHEREAS, the City seeks to identify and clarify the shortest path required to serve these operations to and from the existing designated routes for Oversized Vehicles, and expedite permits that may be required for these operations.

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

**SECTION 1.** Overweight Street Designation. The following City streets and highways, or portions of the same, are hereby designated to be a part of the City's overweight vehicle corridors pursuant to section 19-242 of Division 3 of Article III of Chapter 19 of the OCC, as it shall be amended and renumbered from time to time, and added to the list of streets and highways, or portions of the same, previously designated in Resolution No. 14,909, which Resolution remains in effect:

7. Third Street between Juanita Avenue and Rose Avenue
8. Rose Avenue between Third Street and Fifth Street
9. Fifth Street between Rose Avenue and Rice Avenue

**SECTION 2.** Exemption from CEQA. The City Council finds that this action is exempt from CEQA because it is ministerial in nature because businesses in this area can already obtain permits for oversize delivery along the identified streets and designation of these streets for use by Overweight Vehicles merely clarifies shortest vehicle path requirements already in existence by State and City permitting requirements.

PASSED and ADOPTED this_____day of_____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

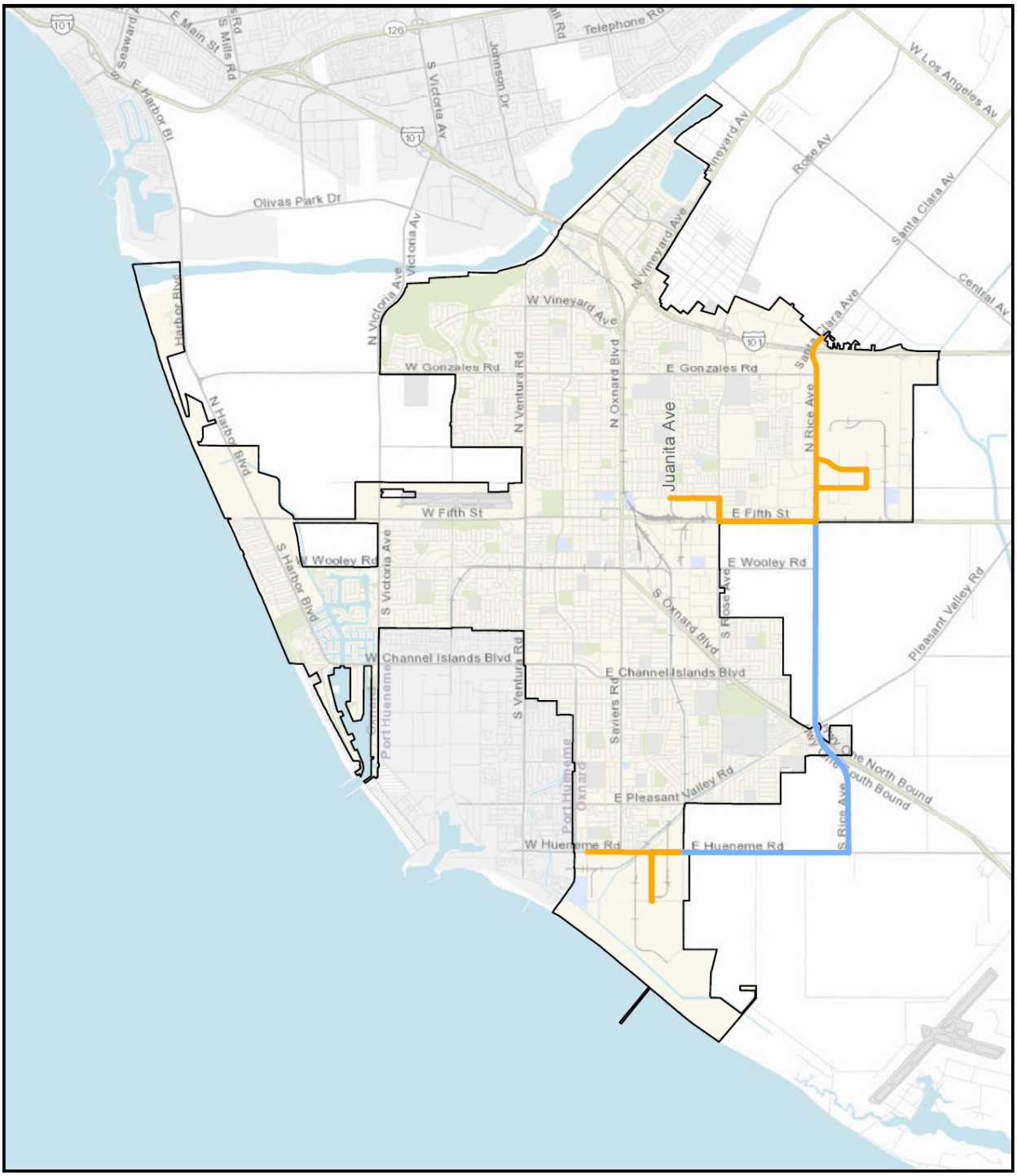
_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

# CITY OF OXNARD

## UPDATED HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES

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OXNARD
Geographic Information Systems Division
October 2020

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,909

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DESIGNATING CERTAIN CITY STREETS FOR THE OPERATION AND MOVEMENT OF OVERWEIGHT VEHICLES AND REPEALING RESOLUTION NO. 14,449

WHEREAS, the City Council adopted Ordinance No. 2871, on July 30, 2013, which requires that all persons wishing to operate or move an overweight vehicle on designated City streets and highways obtain a special permit; and

WHEREAS, Oxnard City Code ("OCC") section 19-242 provides that designated City streets and highways shall be established by resolution of the City Council;

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

**SECTION 1.** Overweight Street Designation. The following City streets and highways, or portions of the same, are hereby designated to be a part of the City's overweight vehicle corridor pursuant to section 19-242 of Division 3 of Article III of Chapter 19 of the OCC, as it shall be amended and renumbered from time to time:

1. Hueneme Road from the westerly City limits to easterly City limits.
2. Arcturus Avenue from Hueneme Road to McWane Boulevard.
3. Rice Avenue from southerly City limits to the 101 Ventura Freeway.
4. Camino Del Sol between Rice Avenue and Kinetic Drive.
5. Sturgis Road between Rice Avenue and Kinetic Drive.
6. Kinetic Drive between Camino Del Sol and Sturgis Road.

**SECTION 2.** Resolution No. 14,449 is hereby repealed.

PASSED and ADOPTED this 19th day of April, 2016, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Perello.

NOES: None.

ABSENT: Councilmember Padilla.

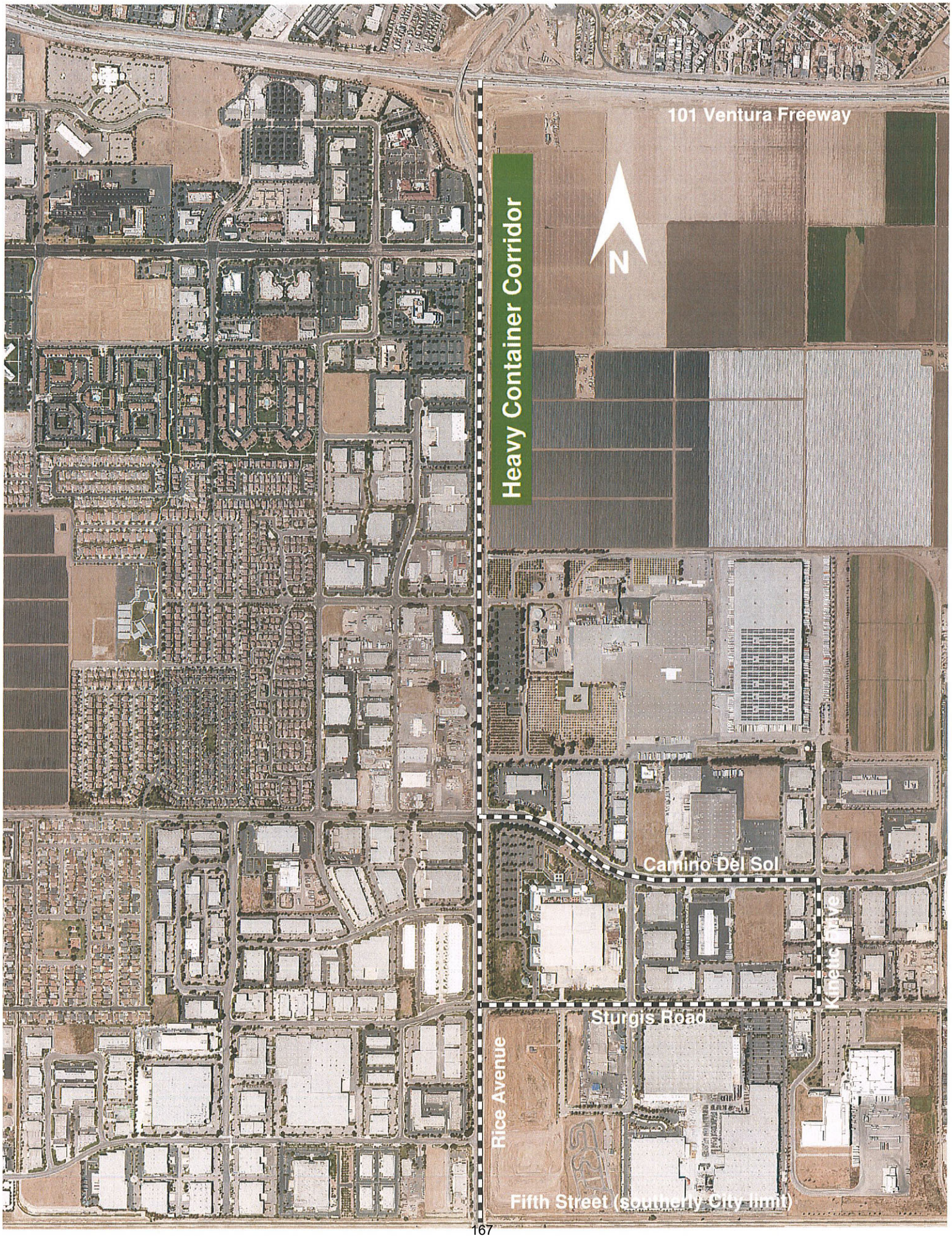
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

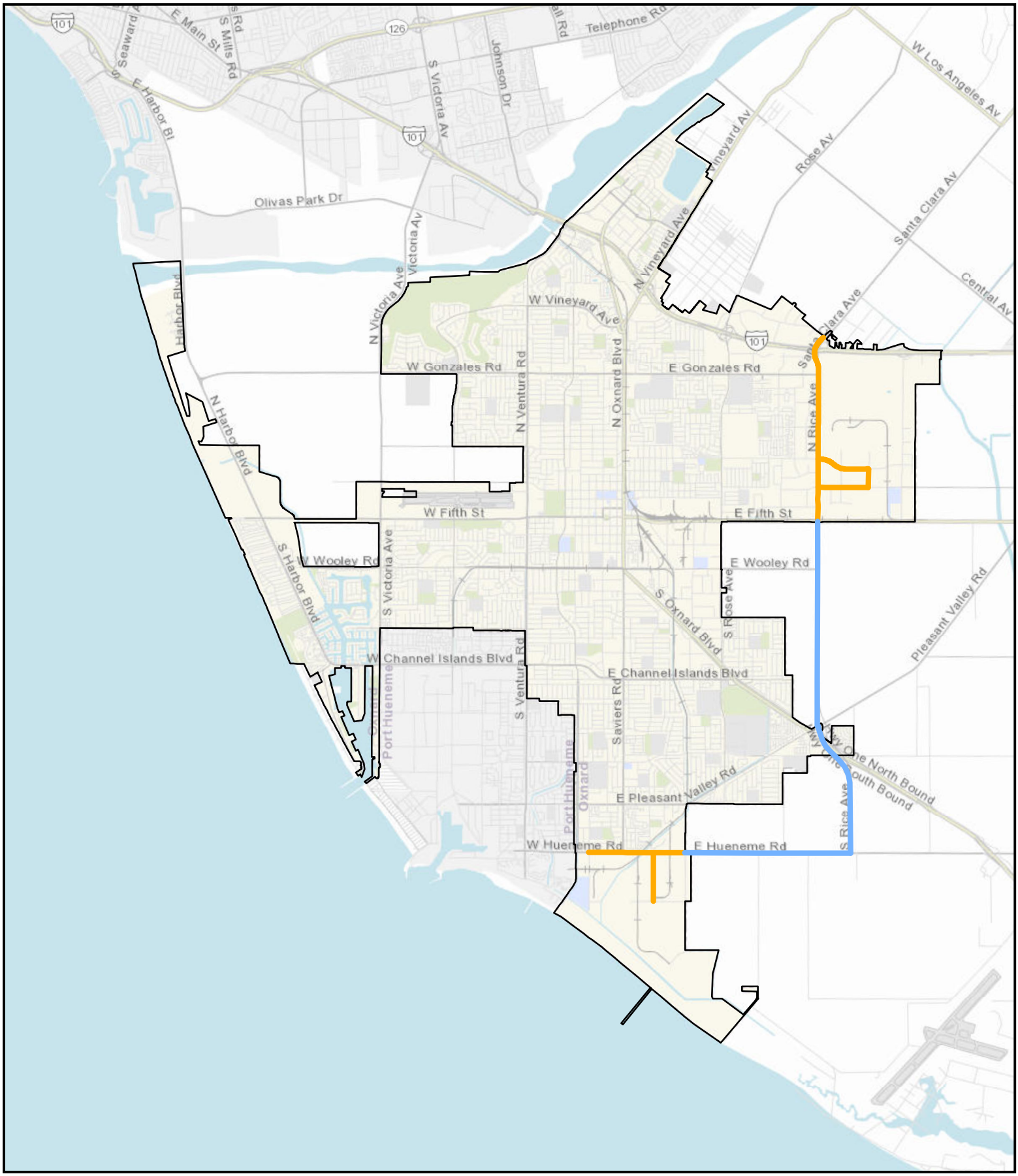
Stephen Fischer, City Attorney


101 Ventura Freeway
Heavy Container Corridor
N
Camino Del Sol
Kinetic Drive
Sturgis Road
Rice Avenue
Fifth Street (southerly City limit)

# CITY OF OXNARD

**ITEM #D-3**

## EXISTING HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES

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Geographic Information Systems Division
October 2020

4,000 0 4,000 8,000 Feet

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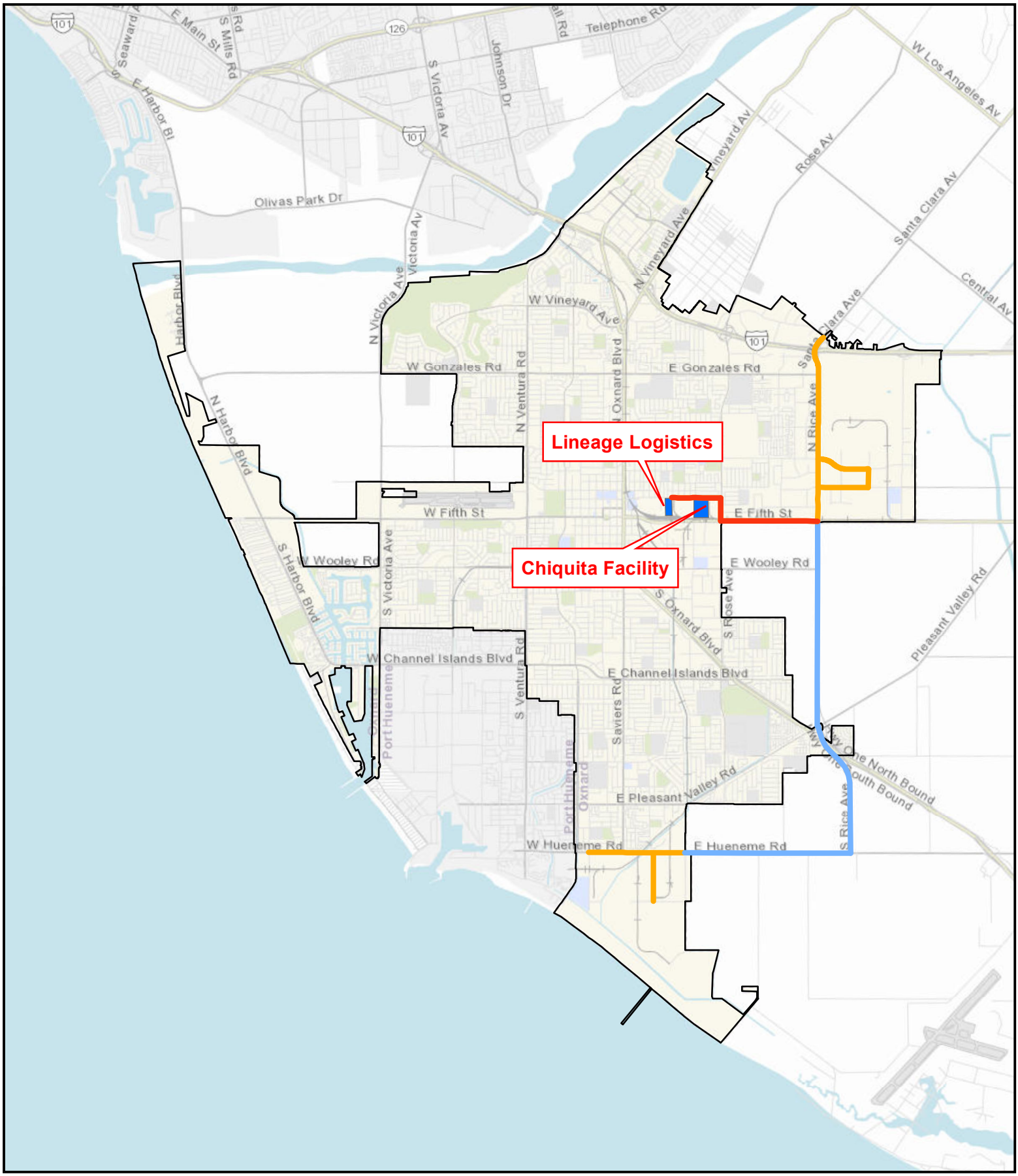
N

Existing City Route
Existing State or County Route

# CITY OF OXNARD

**ITEM #D-3**

## HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES

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October 2020

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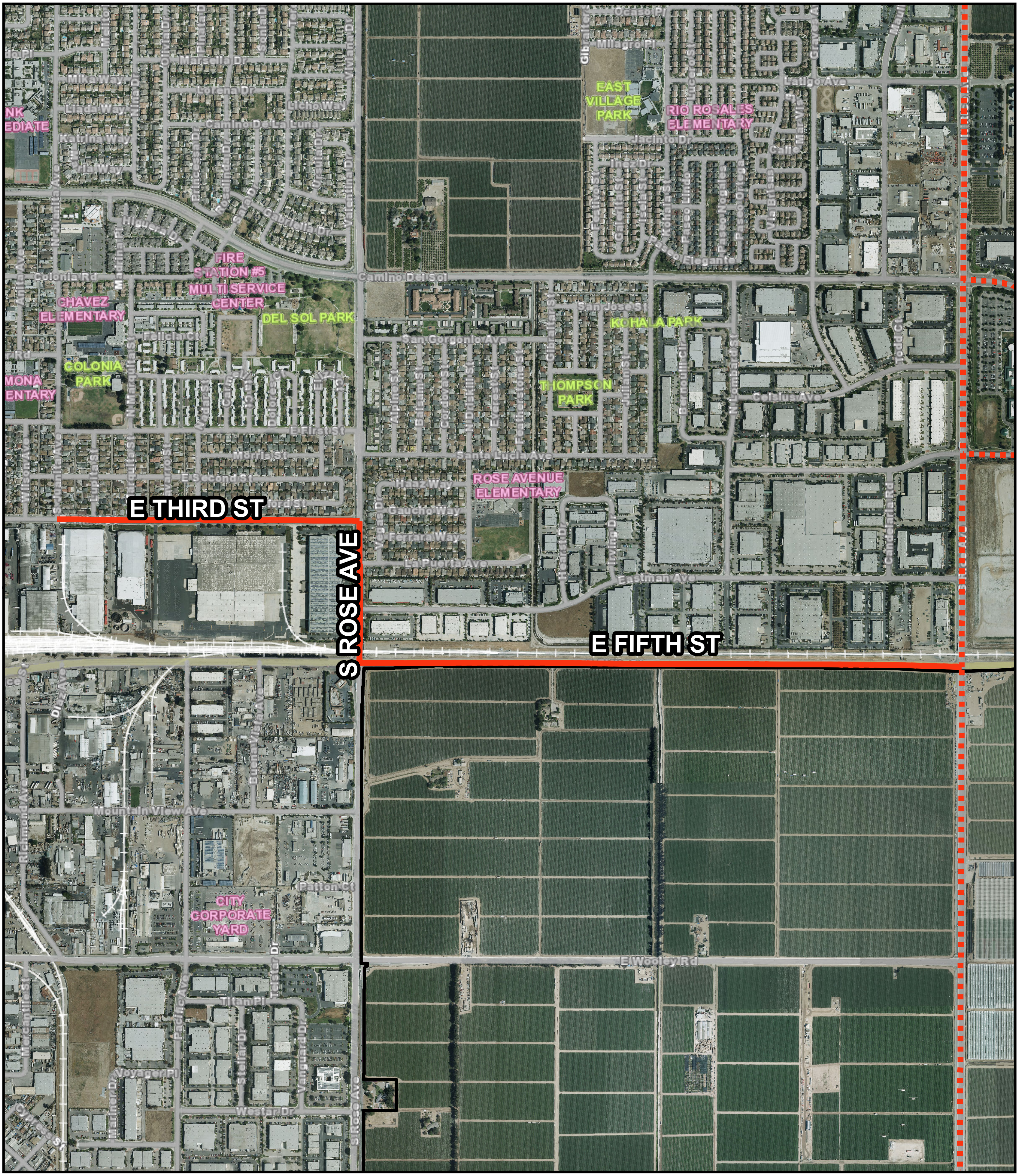
N

- Proposed City Route
- Existing City Route
- Existing State or County Route

# CITY OF OXNARD

## PROPOSED HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES

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Geographic Information Systems Division
September 2020

500 0 500 1,000 Feet

N

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Proposed Heavy Container Route

Existing Heavy Container Route

# Amendment of Designated Heavy Container Corridors

Public Works and Transportation Committee
October 27, 2020

Tim Bochum
City Traffic Engineer

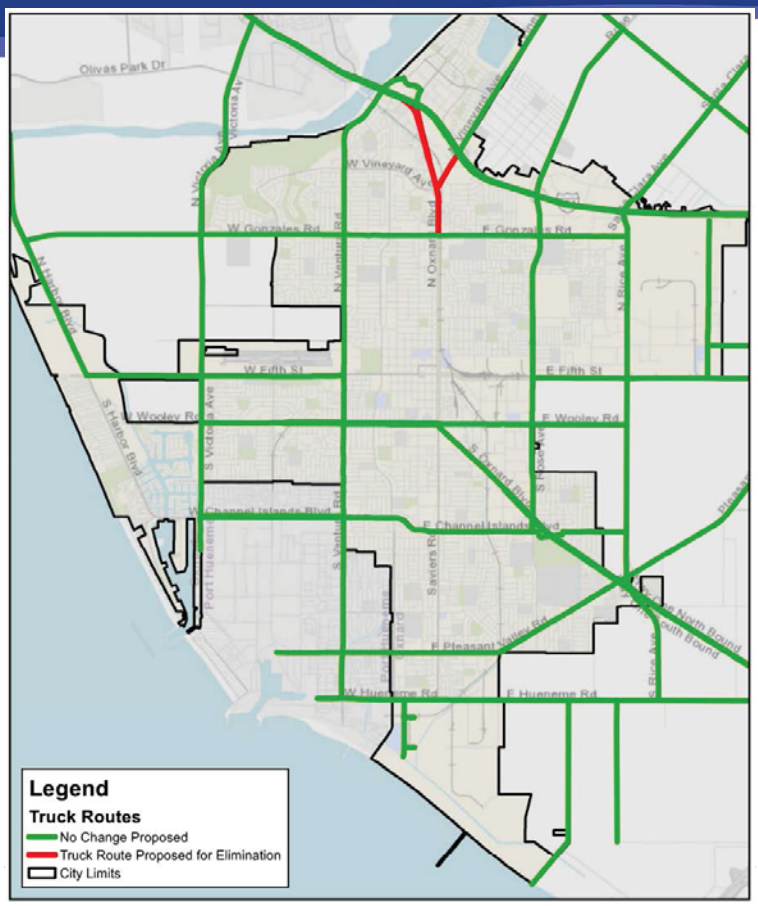
CITY OF OXNARD CALIFORNIA

## RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council adopt a resolution, pursuant to Oxnard City Code Section 19-242, amending the list of Routes that may be used for transportation of Heavy Containers by adding the following road segments:

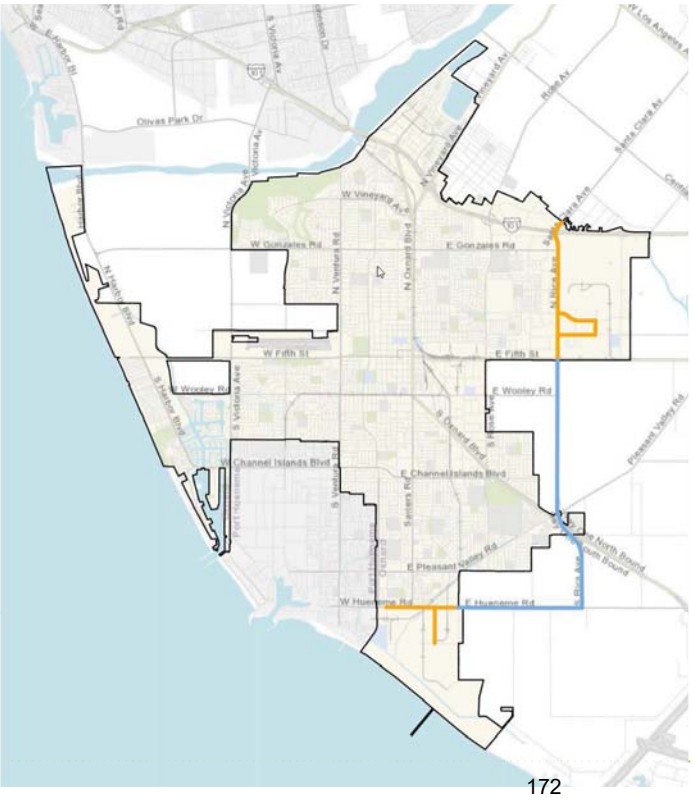
1. Fifth Street from Rose Avenue to Rice Avenue
2. Rose Avenue from Third Street to Fifth Street
3. Third Street from Juanita Avenue to Rose Avenue

## MAP – Existing Truck Routes





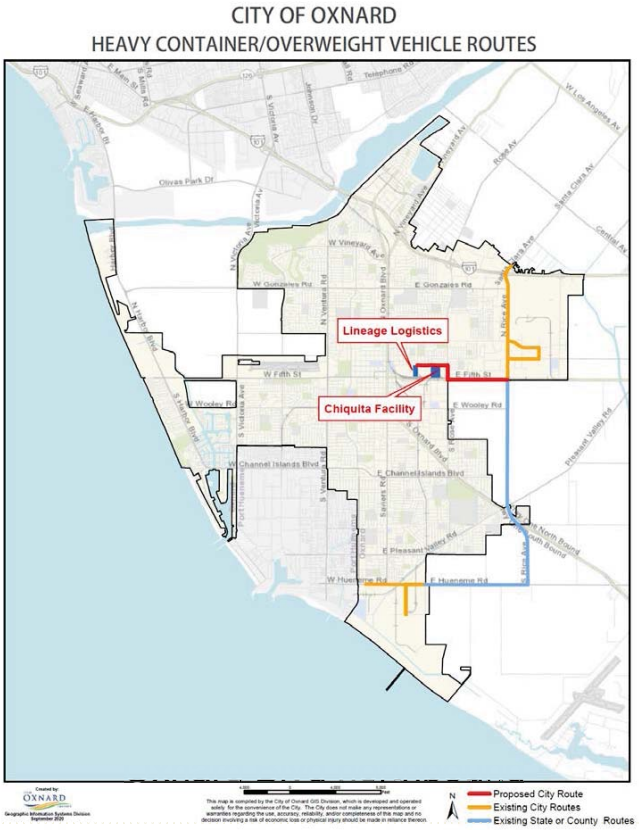

## MAP – Existing Overweight Vehicle Routes




- Mostly from Port to US 101 although other local trips are permitted
- Existing Routes are primarily along Hueneme Road and Rice Avenue

Existing City Route
Existing State or County Route

## MAP – Proposed Overweight Vehicle Routes




In April of this year, the City received a request to consider amending the Oversized Vehicle Route designations in the City to allow formal permitting to existing businesses along Third Street west of Rose Avenue.



## DISCUSSION

- The California Vehicle Code (CVC) establishes the maximum allowable transportation weight per tire for vehicles on public streets and highways
- Sections 19-241 through 19-250 of Division 3, Article III of Chapter 19 of the Oxnard City Code (OCC) establishes regulations for the permitting, restriction and designation of overweight vehicles and routes within the city of Oxnard

## DISCUSSION

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon city streets or highways *except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated or moved on city streets or highways.*

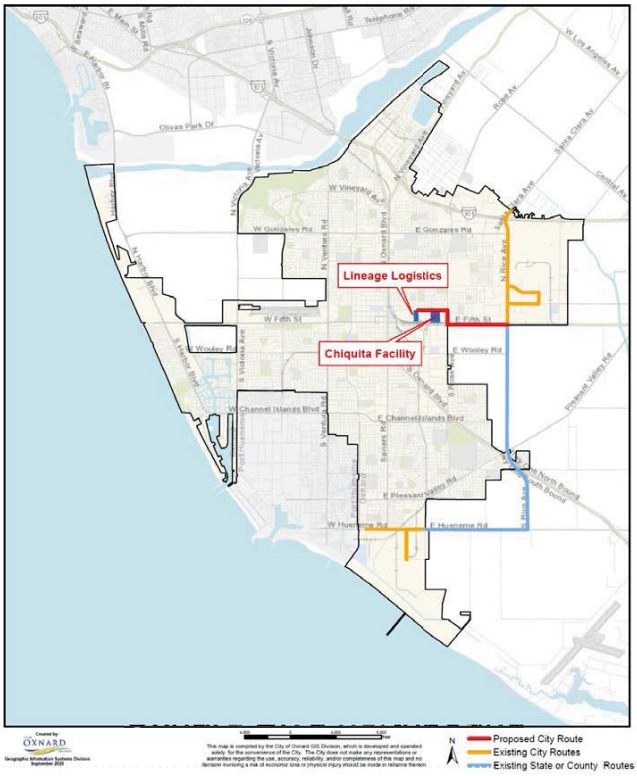
SEC. 19-242. DESIGNATED STREETS.

The city will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. *Designated streets shall be established by a resolution of the city council.*



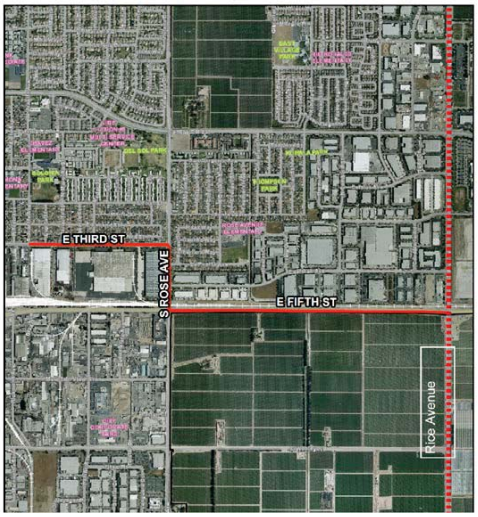
## BACKGROUND - Request

CITY OF OXNARD
HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES

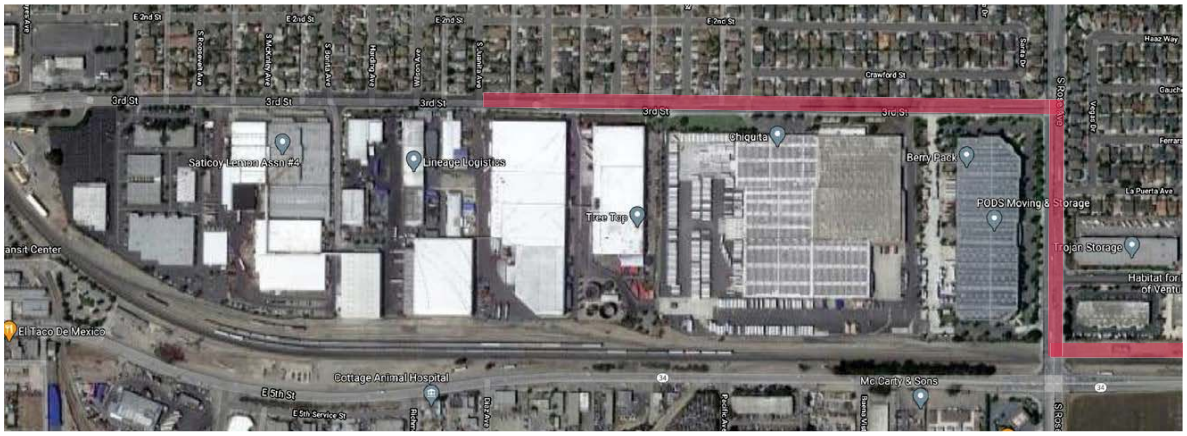



Extend Oversized Route Designation from Rice to Businesses along Third Street

CITY OF OXNARD
PROPOSED HEAVY CONTAINER/OVERWEIGHT VEHICLE ROUTES



## DISCUSSION – Businesses Along Third Street




- Businesses could seek Overweight permits now
- Proactively are requesting Route Designations for clarity

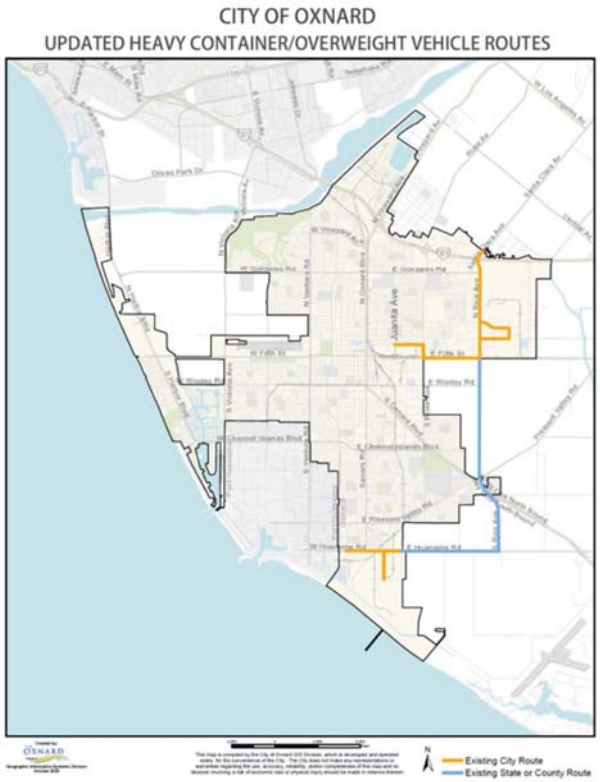


## DISCUSSION – Conclusion and Recommendation

Staff has reviewed the request and concludes that designating the streets as Overweight Routes is appropriate:

1. Required by law to assist in the delivery of produce, goods and freight
2. Businesses can currently request oversize permits now and receive processing – however routing is subject to staff interpretation and shortest path determination
3. Proposed routes achieve shortest path for Oversized Vehicle regulated routes from existing routes and establish expectations for routing
4. City streets have been reviewed and can accommodate use by heavy vehicles
5. Use is anticipated to be occasional and will be monitored.

## RECOMMENDATION




Include Third Street, Rose and Fifth Street as designated Overweight Vehicle Routes in the City of Oxnard.



## FINANCIAL IMPACT

- Sign modifications may be needed and cost is estimated at $2,500
- RMRA Fund 185 for Public Works Road and Signal Maintenance Project (203009) for use in FY 2020-21 budget

# QUESTIONS?

CITY OF
OXNARD
CALIFORNIA