

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



AGENDA
OXNARD CITY COUNCIL
SPECIAL MEETING
City Council Chambers, 305 West Third Street, Oxnard
November 25, 2014

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS

At a special meeting, a person may address the legislative body only on matters on the agenda. The presiding officer shall limit public comments to three minutes. Public comments will be heard during City Council consideration of the item on the agenda.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: State Controller Financial Transactions Report. (001)

RECOMMENDATION: Receive the State Controller Financial Transactions Report per sections 53891 and 53893 of the Government Code.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7475

H. INFORMATION/CONSENT PUBLIC HEARINGS

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

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

I. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSHousing Department

1. SUBJECT: Verbal Report on the Completion of the Vista Urbana Housing Project.

RECOMMENDATION: Receive and Consider Report.

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-8095

Utilities Department

2. SUBJECT: Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service. (003)
RECOMMENDATION: 1) Receive a report on the Utilities Department and approve a Resolution amending Resolution Number 14,667, authorizing regular full-time positions and the creation of new full-time positions in the City Service; and 2) Authorize the City Manager to make the necessary budgetary adjustments.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. REPORT OF CITY MANAGER

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

M. CITY COUNCIL/BUSINESS/COMMITTEE REPORTSDevelopment Services Department

1. SUBJECT: "One Stop" Permit Center Update. (017)

RECOMMENDATION: Receive a report on the initial results of the permit/process business tax certificate community and focus group meetings.

Legislative Body: CC

Contact: Matthew Winegar

Phone: 385-7877

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

Development Services Department

1. SUBJECT: Oxnard Boulevard Intelligent Transportation System (ITS) Extension. (027)
RECOMMENDATION: 1) Adopt Project Specification No. DS 15-04 for extending the ITS Project to include Oxnard Boulevard and to connect various Water facilities throughout the City; and 2) Approve a budget appropriation for the Oxnard Boulevard ITS Project including \$500,000 received from the California Department of Transportation (Caltrans) for relinquishing Oxnard Boulevard, transferring \$250,000 of Circulation System Improvement Funds (CSIF) from the ITS Project, and appropriating \$271,575 from the Water Enterprise Fund Balance (WEFB) for the connection of various water facilities into the City's fiber optic backbone.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Fire Department

2. SUBJECT: Authorization to Submit an Application to the Federal Emergency Management Agency for \$40,250 in Assistance to Firefighters Grants Program (AFG) Funds. (031)
RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) AFG program in the amount of \$40,250; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Utilities Department

3. SUBJECT: First Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization. (035)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to the Agreement with Carollo Engineers, Inc., (A-7668) for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization, in the amount of \$1,758,615, to bring the total amount to \$4,606,116, for the provision of Phase 2 services; and 2) Approve appropriations of \$102,958 from Water Operating Fund 601 Fund Balance; \$170,000 from Water Resource Fee 606 Fund Balance; \$141,873 from Wastewater Collection Fund 611 Fund Balance and \$416,949 from Wastewater Treatment Fund 621 Fund Balance for a total of \$831,780.
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

4. SUBJECT: Second Amendment to Agreement between the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard. (055)
RECOMMENDATION: Approve joining the Encroachment Protection Agreement and authorize the Mayor to execute a Second Amendment with the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard (A-7734).
Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

T. ADJOURNMENT



Meeting Date: 11/25/2014

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

Prepared By: James Cameron

Agenda Item No. G-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: November 19, 2014**TO:** City Council
FROM: James Cameron
 Chief Financial Officer
SUBJECT: State Controller Financial Transactions Report**RECOMMENDATION**

That City Council receive the State Controller Financial Transactions Report per sections 53891 and 53893 of the Government Code.

DISCUSSION

California Government Code section 53891 requires the City to provide to the State Controller a report of financial transactions within 110 days of the end of the fiscal year in electronic format as prescribed by the Controller. The attached report was submitted electronically to the State Controller as stipulated. Section 53893 requires that the City Clerk make copies of the report available to the public at a charge not to exceed twenty-five cents.

In addition, sections 40804 and 40805 require that a summary of this report be published in a newspaper of general circulation no later than 120 days after the close of the fiscal year. The summary was published on October 30, 2014 as stipulated in the Government Code.

Upon completion of the Fiscal Year 2014 Comprehensive Annual Financial Report, a presentation of last year's financial results will be made to the City Council.

FINANCIAL IMPACT

None.

Attachment #1 - Summary of the State Controllers Financial Transactions Report
 #2 - State Controllers Financial Transactions Report

Note: attachment #2 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City of Oxnard
City's Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2014

	General	Special Revenue	Debt Service	Capital Projects
Total Assets	49,033,008	59,772,729	0	7,076,217
Less: Non Current Assets				
Net Current Assets	49,033,008	59,772,729	0	7,076,217
Total Liabilities	12,159,483	18,130,463	0	152,547
Non-Current Liabilities				
Net Current Liabilities	12,159,483	18,130,463	-	152,547
Working Capital	36,873,525	41,642,266		6,923,670
Fund Equity	36,873,525	41,642,266	0	6,923,670
Contributed Capital				
Investment in General Fixed Assets				
Retained Earnings				
Reserved				
Unreserved				
Fund Balance				
Reserved		2,154,736	0	
Unreserved-Designated	0	0		
Unreserved-Undesignated	36,873,525	39,487,530		6,923,670
Total Fund Equity	36,873,525	41,642,266	0	6,923,670

	Enterprise	Internal Service	Trust and Agency
Total Assets	699,305,209	19,612,586	4,570,600
Less: Non Current Assets	610,241,561	2,855,529	
Net Current Assets	89,063,648	16,757,057	4,570,600
Total Liabilities	373,423,523	17,922,646	4,570,600
Non-Current Liabilities	341,796,334	10,027,539	
Net Current Liabilities	31,627,189	7,895,107	4,570,600
Working Capital	57,436,459	8,861,950	0
Fund Equity	325,881,686	1,689,940	0
Contributed Capital	71,243,161		
Investment in General Fixed Assets			
Retained Earnings			
Reserved			
Unreserved	254,638,525	1,689,940	
Fund Balance			
Reserved			
Unreserved-Designated			
Unreserved-Undesignated			
Total Fund Equity	325,881,686	1,689,940	0

	General Fixed Assets	General Long Term Debt	Total
Total Assets	1,463,276,732	85,259,261	2,387,906,342
Less: Non Current Assets	1,463,276,732	85,259,261	2,161,633,083
Net Current Assets	0	0	226,273,259
Total Liabilities		85,259,261	511,618,523
Non-Current Liabilities		85,259,261	437,083,134
Net Current Liabilities		0	74,535,389
Working Capital			151,737,870
Fund Equity	1,463,276,732		1,876,287,819
Contributed Capital			71,243,161
Investment in General Fixed Assets	1,463,276,732		1,463,276,732
Retained Earnings			0
Reserved			0
Unreserved			256,328,465
Fund Balance			0
Reserved			2,154,736
Unreserved-Designated			0
Unreserved-Undesignated			83,284,725
Total Fund Equity	1,463,276,732		1,876,287,819

The City's Financial Transactions Report is published pursuant to Sections 40804-40805 and 53891 of the Government Code
Attachment 1 Page 1 of 1



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

Prepared By: Daniel Rydberg, P.E., Interim Utilities Director *DNR* Agenda Item No. K-2

Reviewed By: City Manager *JM* City Attorney *SMF* Finance *JC* Other (Specify) _____

DATE: November 12, 2014

TO: City Council

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

SUBJECT: Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service

RECOMMENDATION

That City Council:

1. Receive a report on the Utilities Department and approve a Resolution amending Resolution Number 14,667, authorizing regular full-time positions and the creation of new full-time positions in the City Service.
2. Authorize the City Manager to make the necessary budgetary adjustments.

DISCUSSION

In 2013 an assessment of Water, Wastewater and Engineering operations and staffing began. The initial assessment indicated that there were significant maintenance and staffing needs but also significant opportunities for improved efficiency. In May 2014, Carollo Engineers, Inc. began a Public Works Integrated Master Plan to assess existing infrastructure, new Federal and State regulations, emerging technologies, and industry best practices. Also in May 2014, a Wastewater Operations, Management and Assessment contract was awarded to KEH & Associates, Inc. This contract provided key certified staff required by the State to operate the Oxnard Wastewater Treatment Plant. These staff were required due to retirements of certified City employees and long, but unsuccessful, recruiting efforts to fill the vacant positions. This project also included an assessment of processes, procedures, staffing, and efficiency. In July 2014, AECOM Technical Services, Inc. began a Water Operations, Management and Assessment Project. This project was similar to the effort in Wastewater but did not include certified operators because the City has the required Chief Operator.

These projects have already identified a number of maintenance, treatment process, and administrative improvements that are currently being implemented. The next step in these efforts is to begin the transition back to full City operation while implementing a philosophy of continuous improvement through the American Public Works Association Self Assessment Process. This will ensure that the

Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service

November 12, 2014

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efficiencies being implemented now will be perpetuated in the future. The evaluation and continuous improvement process will also ensure that utilities and engineering services remain competitive in the future.

The transition to City staffing will include: converting twenty-seven filled and unfilled positions to positions that will increase flexibility, efficiency, and competitiveness; adding a Water Division Manager to oversee operations and maintenance of the water production, treatment and distribution systems; adding a financial manager position to manage budgets, grants, financial reporting, and rate studies; adding seven positions to support the recycled water system; adding five positions to run water conservation and water supply management programs; adding five engineering positions in order to save money and reduce reliance on consultants for critical functions; adding six maintenance and operations positions to provide regular preventative maintenance for Water and Wastewater facilities; and adding three positions for customer service that have historically been performed by limited benefit employees.

A review of water distribution operator, water treatment operator, and wastewater treatment operator classifications for recycled water requirements will be conducted and adjustments will be made as required for the recycled water system. Wastewater operator classifications will also be reviewed and adjustments made to ensure continuity of Chief Operators in the future.

Over the next six months a utilities capital improvement plan and rate model will be developed. Once these are approved, a review of engineering staff will be conducted to determine long term requirements. Recommendations will be made for staff adjustments in the 2015-2017 two year budget to provide an appropriate mix of City staff and consultants.

The cost of the staffing plan will be offset by reductions in required ongoing operations, maintenance and engineering contracts. In addition to the savings, the staffing plan will also: ensure that the City meets all water conservation requirements to be eligible for grant funding; provide staff to perform regular proactive maintenance on water and recycled water facilities; provide staff for maintenance of supervisory control and data acquisition (SCADA) systems which are essential to operation of treatment plants; provide adequate staff for contract management and technical oversight of consultants; and provide an increased level of customer service.

Staff is requesting that Council approve the staffing plan including reclassification of existing positions and the addition of regular full-time City positions. The requested action includes the addition of positions within the existing City classification plan and the creation of new positions not within the existing City classification plan.

Attachment No. 1 is the Resolution Amending Resolution No. 14,667, Authorizing Regular Full-time Positions in the City Service. Attachment No. 2 is a table that lists the required personnel actions to implement this plan.

Report on the Utilities Department and Approval of a Resolution Amending Resolution Number 14,667, Authorizing Full-Time Positions in the City Service

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FINANCIAL IMPACT

The cost of amending Resolution 14,667 will be determined once the positions have been recruited. At this time it is anticipated that savings from consultant contracts and other efficiencies will cover any additional costs. If approved, these positions will be paid from utility funds. .

Attachment #1 - Resolution Amending Resolution Number 14,667

#2 - Listing of New Full-Time Positions and Reclassified/Regraded Positions

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING RESOLUTION NO. 14,667 AUTHORIZING FULL-TIME
EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING
BUDGET OF THE 2014-15 FISCAL YEAR.

WHEREAS, on June 16, 2009, the City Council approved five (5) new staff positions required for Assembly Bill (AB) 1420 compliance as part of the Water Conservation Program that were not included in the Resolution authorizing full-time equivalent positions; and

WHEREAS, the City has built the Advanced Water Purification Facility and requires staff to operate the facility; and

WHEREAS, the Water Division has no dedicated maintenance staff to perform required preventative maintenance on the desalter and water treatment systems; and

WHEREAS, the ongoing need for engineering and construction management work greatly exceeds current City staff capabilities; and

WHEREAS, the efficiency and organizational effectiveness of the Utilities Department can be significantly increased by reclassifying existing vacant positions; and

WHEREAS, the staff has recommended amendments to Resolution No. 14,667, authorizing full-time positions in the City service; and

WHEREAS, the City Council has carefully reviewed the amendments and finds that they are desirable in the interest of maintaining an efficient, effective, and safe municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Resolution No. 14,667 shall remain in force with the following amendments adding specified positions in the City Service, effective November 25, 2014.

Resolution No. 14,667

Resolution No. 14,667		Revised FTEs Amendment to		
CATEGORY, GROUP, PROGRAM	Classification Title	FTE Resolution No. 14,667	Resolution No 14,667	CHANGES
Compliance & Supply Management				
	* Account Clerk I/II	0	1	1
	* Administrative Secretary III	0	1	1
	* Administrative Technician	0	1	1
	^ Compliance and Supply Management Division Manager	0	1	1
	* Contract Manager	0	1	1
	^ Technical Services/Water Quality Manager	0	1	1
	* Utilities Customer Service Rep I/II	0	2	2
	* Utilities Financial Manager	0	1	1
	* Water Conservation Manager	0	1	1
	^ Water Conservation/Outreach Technician I/II	0	2	2
	* Utilities Programs Manager	0	1	1
	Total	0	13	13
Construction Services – Streets				
	^ Construction Inspector I/II	4	3	-1
	Management Analyst III	0.5	0.5	0
	Public Works Construction Projects Manager	1	1	0
	Recycling Manager	0.13	0.13	0
	^ Senior Construction Inspector	1	0	-1
	Total	6.63	4.63	-2
Engineering Design & Contract				
	Design & Construction Services Manager	1	1	0
	Engineering/Survey Technician I/II	2	2	0
	Senior Civil Engineer	1	1	0
	Total	4	4	0
ENVIRONMENTAL RESOURCES				
Commercial Collection Total				
	Container Service Worker	2	2	0
	Environmental Resources Supervisor	1	1	0
	Maintenance Worker Trainee	8	8	0
	Solid Waste Compliance Specialist	1	1	0
	Solid Waste Equipment Operator II	17	17	0
	Total	29	29	0
ENVIRONMENTAL RESOURCES				
Greenwaste Conversion Total				
	Environmental Resources Supervisor	0.59	0.59	0
	Equipment Operator	1.5	1.5	0
	MRF Machinery Operator	1.5	1.5	0
	MRF Mechanic	1.5	1.5	0
	Sorter	1.5	1.5	0
	Total	6.59	6.59	0

ENVIRONMENTAL RESOURCES
Industrial Collection Total

Environmental Resources Supervisor	0.25	0.25	0
Solid Waste Equipment Operator II	8	8	0
Total	8.25	8.25	0

ENVIRONMENTAL RESOURCES
Material Recovery Facility (MRF)
Processing Total

Environmental Resources Supervisor	0.58	0.58	0
Equipment Operator	1.5	1.5	0
MRF Machinery Operator	1.5	1.5	0
MRF Mechanic	1.5	1.5	0
Sorter	1.5	1.5	0
Total	6.58	6.58	0

ENVIRONMENTAL RESOURCES
Waste Tip Floor Processing

Environmental Resources Supervisor	0.58	0.58	0
Equipment Operator	1.5	1.5	0
MRF Dispatcher	0.5	0.5	0
Sorter	1.5	1.5	0
Total	4.08	4.08	0

ENVIRONMENTAL RESOURCES
Waste Transfer Haul

Environmental Resources Supervisor	0.5	0.5	0
Equipment Operator	1.5	1.5	0
MRF Dispatcher	0.5	0.5	0
Solid Waste Transfer Operator	13	13	0
Sorter	1.5	1.5	0
Total	17	17	0

ENVIRONMENTAL RESOURCES
Planning

Account Clerk I/II	0.2	0.2	0
Account Clerk III	1	1	0
Administrative Secretary III	1	1	0
Administrative Technician	1.33	1.33	0
Customer Service Representative I/II	11	11	0
Environmental Resources Supervisor	0.25	0.25	0
Environmental Resources/MRF Manager	1	1	0
Management Analyst III	0.83	1	0.17
Office Assistant I/II	1	0	-1
Total	17.61	16.78	-0.83

ENVIRONMENTAL RESOURCES
Residential Collection Total

Environmental Resources Supervisor	0.25	0.25	0
Solid Waste Compliance Specialist	3	3	0
Solid Waste Equipment Operator II	24	24	0
Total	27.25	27.25	0

ENVIRONMENTAL RESOURCES
Waste Reduction and Education

Recycling Manager	0.25	0.25	0
Recycling Marketing Manager	1	1	0
Total	1.25	1.25	0

Public Works Administration

Administrative Legal Assistant (C)	1	1	0
Administrative Secretary III	2	2	0
^ Public Works Director	1	0	-1
Total	4	3	-1

Street Maintenance & Repair

Account Clerk I/II	0.15	0.15	0
Administrative Secretary III	1	1	0
Administrative Technician	1	1	0
Equipment Operator	6	6	0
Recycling Manager	0.12	0.12	0
Senior Street Maintenance Worker	4	4	0
Street Maintenance Worker I/II (or Maintenance Worker Trainee)	7	7	0
Streets Manager	1	1	0
Traffic Safety Maintenance Worker	2	2	0
Traffic Signal Repairer I/II	2	2	0
Traffic Signal Technician	1	1	0
Total	25.27	25.27	0

Survey Services

City Surveyor	1	1	0
Engineering/Survey Technician I/II	1	1	0
Senior Engineering Technician/Survey Chief	1	1	0
Total	3	3	0

Utilities

^ Utilities Director	0	1	1
Total	0	1	1

Utilities Engr & Maintenance

* Administrative Technician	0	1	1
^ Civil Engineer	0	1	1
* Laboratory and Research Manager	0	1	1
* Principal Engineer	0	2	2
^ Sr Public Works Inspector	0	1	1
* Safety & Maintenance Engineer	0	1	1
* Safety and Maintenance Coordinator	0	1	1
* Sr Electrical/SCADA Engineer	0	1	1
* Sr. Regulatory and Compliance Engr	0	1	1
* Sr SCADA/Instrumentation Tech	0	1	1
^ Sr Utilities Maint Worker	0	1	1
* Sr. Engineering Tech	0	1	1
* Sr. Groundswoker	0	1	1
* Tech Writer	0	1	1
^ Utilities Engineering and Maint. Mgr.	0	1	1
^ Utilities Maintenance Manager	0	1	1
* Utilities Maintenance Worker	0	2	2
Total	0	19	19

Wastewater

* Administrative Technician	0	1	1
* Sr Power Production Operator	0	1	1
* Wastewater Operations Supervisor	0	2	2
Total	0	4	4

**Wastewater Collection System
Maintenance and Upgrades**

Account Clerk I/II	0.22	0.22	0
^ Administrative Secretary I/II	0.25	0	-0.25
^ Administrative Secretary III	0	0.25	0.25
Administrative Technician	0.17	0.17	0
^ Water Resources Manager	0.25	0	-0.25
Electrician/Instrumentation Technician	0.3	0.3	0
Management Analyst I/II	0.25	0.25	0
Recycling Manager	0.13	0.13	0
Senior Civil Engineer	0.5	0.5	0
Senior Wastewater Collection Operator	1	1	0
Senior Wastewater Mechanic	1	1	0
Treatment Plant Electrician	0.15	0.15	0
^ Utilities Maintenance Manager –Collection	0	1	1
^ Utilities Maintenance Manager –Plant	0	1	1
^ Wastewater Maintenance Manager	0.5	0	-0.5
Wastewater Collection Operator I/II	7	7	0
^ Wastewater Collections Supervisor	1	0	-1
^ Wastewater Maintenance Supervisor	0.1	0	-1
Total	12.82	12.97	.15

Wastewater Laboratory Services

Chemist	1	1	0
Laboratory Assistant	1	1	0
Laboratory Supervisor	1	1	0
Laboratory Technician	2	2	0
Total	5	5	0

Wastewater Source Control

^ Administrative Secretary I/II	0.25	0	-0.25
^ Administrative Secretary III	0	0.25	0.25
Data Entry Operator I/II	0.5	0.5	0
Senior Wastewater Environmental Specialist	1	1	0
Source Control Inspector I/II	1	1	0
Source Control Technician	0.75	0.75	0
^ Technical Services Manager	1	0	-1
Wastewater Environmental Specialist	2	2	0
Total	6.5	5.5	-1

**Wastewater Storm Water Quality
Management**

Data Entry Operator I/II	0.5	0.5	0
Senior Wastewater Environmental Specialist	1	1	0
Source Control Technician	0.25	0.25	0
Wastewater Environmental Specialist	2	2	0
Total	3.75	3.75	0

**Wastewater Treatment Plant
Maintenance & Upgrades**

Account Clerk I/II	0.23	0.23	0
^ Administrative Secretary I/II	0.25	0	-0.25
^ Administrative Secretary III	0	0.25	0.25
Administrative Technician	0.17	0.17	0
^ Water Resources Manager	0.25	0	-0.25
Electrician/Instrumentation Technician	1.7	1.7	0
Groundswoker I/II	1	1	0
Instrumentation Technician	1	0	-1
Management Analyst I/II	0.25	0.25	0
Recycling Manager	0.12	0.12	0
Senior Civil Engineer	0.5	0.5	0
Senior Wastewater Mechanic	1	1	0
Transport Operator	1	1	0
^ Treatment Plant Electrician	1.85	0.85	-1
^ Wastewater Maintenance Manager	0.5	0	-0.5
^ Wastewater Division Manager	1	1	0
Wastewater Maintenance Supervisor	0.9	0	-0.9
^ Wastewater Mechanic I/II	10	8	-2
Total	21.72	16.07	-5.65

**Wastewater Treatment Plant
Operations**

^ Administrative Secretary I/II	0.25	0	-0.25
^ Administrative Secretary III	0	0.25	0.25
Management Analyst III	0.33	0	-0.33
Power Production Operator I/II	2	2	0
Senior Wastewater Operator	4	4	0
^ Wastewater Operations Manager/Chief Operator	1	1	0
^ Wastewater Operator I/II	14	14	0
Wastewater Operator III	3	3	0
Total	24.58	24.25	-0.33

Water Conservation & Education

Water Conservation/Outreach Coordinator	1	1	0
^ Water Conservation/Outreach Technician I/II	2	0	-2
Total	3	1	-2

Water Distribution

Chief Operator	0.5	0.5	0
Engineer	1	1	0
Public Works Construction Projects Manager	1	1	0
Recycling Manager	0.25	0.25	0
Senior Water Distribution Operator	2	2	0
Water Distribution Operator I/II	13	13	0
Total	17.75	17.75	0

Water Metering

Chief Operator	0.5	0.5	0
^ Chief Operator / Metering Manager	0	1	1
^ Meter Reader	9	8	-1
Meter Repair Worker	4	4	0
Senior Meter Reader	1	1	0
Senior Meter Repair Worker	1	1	0
Total	15.5	15.5	0

Water Procurement

Account Clerk I/II	0.2	0.2	0
Administrative Secretary III	1	1	0
* Administrative Technician	0.33	1.33	1
^ Water Resources Manager	0.5	0	-0.5
Management Analyst I/II	0.5	0.5	0
Public Works Construction Projects Manager	1	1	0
Management Analyst III	0.34	0.5	.16
Total	3.87	4.53	.66

Water Production

Chief Operator	1	1	0
^ SCADA/INSTRUMENTATION TECH	0	1	1
Senior Water Treatment Plant Operator	1	1	0
^ Sr. Utilities Mechanic	0	1	1
^ Utilities Electrician	0	1	1
^ Utilities Mechanic I/II	0	1	1
Water Treatment Operator I/II/III	5	5	0
* Water Operations Manager	0	1	1
Total	7	12	5

Water Recycle

^ Assistant Civil Engineer	1	0	-1
Construction Project Coordinator	1	1	0
Junior Civil Engineer	1	1	0
^ Construction & Maintenance Engineer	1	0	-1
^ Wastewater Mechanic I/II	1	0	-1
Wastewater Operator I/II	1	1	0
* Water Division Manager	0	1	1
^ Utilities Maintenance Manager -Water	0	1	1
Total	6	5	-1

Water Security & Contamination Prevention

^ Administrative Technician	0	1	1
Water Regulatory Compliance Coordinator	1	1	0
* Water Regulatory Compliance Technician I/II	2	3	1
Total	3	5	2

Grand Total Public Works	291	322	31
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Titles are working titles. Council action will make positions available to be retitled if appropriate after the new classification is developed.

^ reclassification of position

* new added position.

PASSED AND ADOPTED this 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Utilities Department

Position	Reclass	New	Program for New Position	Position Control Status	Classification Status	Action Required
Utilities Department						
1 Utilities Director	1			unfilled vacancy	existing	Reclassify existing vacant Public Works Director/approve recruitment

Water Division

1 Water Division Manager		1	Management	not in position control	new	create position/add to position control/approve recruitment
2 Chief Operator/Metering Manager	1			unfilled vacancy	new	Reclassify existing vacant Meter Reader/approve recruitment
3 Water Maintenance Manager	1			unfilled vacancy	new	Reclassify existing vacant WW Mech I/II /approve recruitment
4 Admin Tech		1	Maintenance	not in position control	new	create position/add to position control/approve recruitment
5 Sr Utilities Mechanic	1			unfilled vacancy	new	Reclassify existing vacant Const Inspector/approve recruitment
6 Utilities Mechanic	1			unfilled vacancy	new	Reclassify existing vacant WW Mechanic I/II /approve recruitment
7 Utilities Mechanic	1			unfilled vacancy	new	Reclassify next vacant Const Inspector/approve recruitment
8 SCADA/Instrumentation Tech	1			unfilled vacancy	new	Reclassify existing vacant Instrumentation Technician/approve recruitment
9 Utilities Electrician	1			unfilled vacancy	new	Reclassify existing vacant Treatment Plant Elect. /approve recruitment
10 Water Operations Manager		1	Management	not in position control	new	create position/add to position control/approve recruitment

Wastewater Division

1 Wastewater Division Manager	1			unfilled vacancy	existing	Reclassify existing vacant Wastewater Superintendent/approve recruitment
2 Utilities Maint. Manager - Plant	1			filled	new	reclassify existing incumbent WW Maintenance Supervisor
3 Utilities Maint. Manager - Collection	1			filled	new	reclassify existing incumbent WW Collections Supervisor
4 Admin Tech		1	Maintenance	not in position control	existing	create position/add to position control/approve recruitment
5 Wastewater Operations Manager/Chief Operator	1			unfilled vacancy	existing	Reclassify existing vacant Wastewater Operations Manager
6 Wastewater Operations Supervisor		1	Recycled Water	not in position control	existing	add to position control/approve recruitment
7 Wastewater Operations Supervisor		1	AWPF	not in position control	existing	add to position control/approve recruitment
8 Sr Power Production Operator		1	Maintenance	not in position control	new	create position/add to position control/approve recruitment
9 Administrative Secretary III	1			filled	existing	Reclassify existing incumbent Administrative Secretary I/II/approve recruitment

Compliance and Supply Management Division

1 Compliance and Supply Management Division Manager	1			unfilled vacancy	existing	Reclassify existing vacant Water Resources Manager/approve recruitment
2 Technical Services/Water Quality Manager	1			unfilled vacancy	existing	Reclassify existing vacant Technical Services Manager
3 Sr. Environmental Specialist	1			filled		Reclassify existing incumbent Wastewater Environmental Specialist
4 Water Reg Compliance Tech II		1	Recycled Water	not in position control	existing	add to position control/approve recruitment
5 Admin Tech	1			unfilled vacancy	existing	reclassify vacant Office Assistant/approve recruitment
6 Utilities Programs Manager		1	Water Cons.	not in position control	new	create position/add to position control/approve recruitment

Position	Reclass	New	Program for New Position	Position Control Status	Classification Status	Action Required
7 Contract Manager		1	Water Cons.	not in position control	new	create position/add to position control/approve recruitment
8 Utilities Financial Manager		1	Finance	not in position control	new	create position/add to position control/approve recruitment
9 Admin Tech		1	Water Cons.	not in position control	existing	add to position control/approve recruitment
10 Accounting Clerk II		1	Water Cons.	not in position control	existing	add to position control/approve recruitment
11 Water Conservation Manager		1	Water Cons.	not in position control	new	create position/add to position control/approve recruitment
12 Water Conservation/Outreach Technician I/II	1			filled	new	reclassify existing incumbent Water Conservation/Outreach Technician
13 Water Conservation/Outreach Technician I/II	1			unfilled vacancy	new	reclassify existing Water Conservation/Outreach Technician / approve recruitment
14 Admin Secretary III		1	Historic LBE	not in position control	existing	add to position control/approve recruitment
15 Utilities Customer Service Rep I/II		1	Historic LBE	not in position control	new	create position/add to position control/approve recruitment
16 Utilities Customer Service Rep I/II		1	Historic LBE	not in position control	new	create position/add to position control/approve recruitment
17 Laboratory and Research Manager		1	Recycled Water	not in position control	new	create position/add to position control/approve recruitment

Utilities Engineering & Maintenance

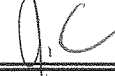
1 Utilities Engineering and Maint. Mgr.	1			filled	new	Reclassify existing incumbent Const. & Maint Engr
2 Principal Engineer		2	Engineering	not in position control	new	create position/add to position control/approve recruitment
3 Sr Regulatory and Compliance Engr		1	Engineering	not in position control	new	create position/add to position control/approve recruitment
4 Safety & Maintenance Engineer		1	Maintenance	not in position control	new	create position/add to position control/approve recruitment
5 Tech Writer		1	Engineering	not in position control	new	create position/add to position control/approve recruitment
6 Civil Engineer	1			unfilled vacancy	existing	Reclassify existing vacant Assistant Civil Engineer/approve recruitment
7 Principal Engineer	1			filled	existing	Reclassify existing incumbent Sr.Civil Engineer
8 Sr Electrical/SCADA Engineer		1	Recycled Water	not in position control	new	create position/add to position control/approve recruitment
9 Sr. Engineering Tech		1	Engineering	not in position control	existing	add to position control/approve recruitment
10 PW Construction Project Manager	1			filled	new	Reclassify existing incumbant Construction Project Coordinator
11 Sr Public Works Inspector	1			unfilled vacancy	new	reclassify existing vacant Sr. Construction Inspector/add to position control/ approve recruitment
12 Admin Tech		1	Engineering	not in position control	existing	add to position control/approve recruitment
13 Utilities Maintenance Manager	1			filled	new	reclassify existing incumbent WW Maintenance Manager
14 Safety and Maintenance Coordinator		1	Maintenance	not in position control	new	create position/add to position control/approve recruitment
15 Sr SCADA/Instrumentation Tech		1	Recycled Water	not in position control	new	create position/add to position control/approve recruitment
16 Sr Utilities Maint Worker	1			unfilled vacancy	new	Reclassify existing WW Mechanic/approve recruitment
17 Utilities Maintenance Worker		1	Recycled Water	not in position control	new	create position/add to position control/approve recruitment
18 Utilities Maintenance Worker		1	Maintenance	not in position control	new	create position/add to position control/approve recruitment
19 Sr Groundsworke		1	Recycled Water	not in position control	existing	add to position control/approve recruitment
20 City Surveyor	1			unfilled vacancy	existing	Reclassify existing vacant City Surveyor/approve recruitment

Total 27 31

Titles are working titles. Council action will make positions available to be retitled if appropriate after the new classification is developed.



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

Prepared By: Sabrina Rodriguez Agenda Item No. M-1Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: October 20, 2014**TO:** City Council**FROM:** Matthew G. Winegar, Director
Development Services **SUBJECT:** "One Stop" Permit Center Update

RECOMMENDATION

That City Council receive a report on the initial results of the permit/process business tax certificate community and focus group meetings.

DISCUSSION

In the City's effort to improve the development permit and business tax certificate (formerly business license) process, a community meeting and several focus group sessions were held recently to gather input from stakeholders. Early feedback from the community and focus groups identify a need for customer service training for staff involved in all aspects of the license and permit process in order to enhance service capabilities as well as simplifying those processes.

A further enhancement should occur in 2015. Recent State legislation mandates that agencies begin to accept solar panel permits on-line. The City has received grant funding that will be used to facilitate such applications as well as for other energy-related permits such as residential water heaters and re-roof applications.

In addition to the above, the City Manager and Development Services Director are reviewing strategies for staffing to conduct the process improvement reviews and on-going small business support, and from which department those efforts should be directed.

FINANCIAL IMPACT

There is no financial impact.

MW/sr

Attachment #1 – Oxnard Business Licensing & Permitting Focus Group Report

Oxnard Business Licensing & Permitting Focus Group Report

Prepared for the City of Oxnard
October 15, 2014

Prepared by:
Chris Collier
Rincon Strategies

Contents:

1. Summary of Project
2. Introduction with list of outcomes
3. Workshop information and participant demographics
4. Project Findings within each outcome
5. Summary & Recommendations

Oxnard Business Licensing & Permitting Focus Group Report

Summary of Project:

Rincon Strategies held a series of three focus groups and a public workshop in September and October 2014 at the request of the City of Oxnard involving both the general public and business stakeholders from the Chamber of Commerce, Economic Development Corporation of Oxnard, and the Downtown Oxnard Business Association. Through the focus groups and public workshop, Rincon Strategies gathered information on what was working well and what needed improvement in both business licensing and project permitting.

Introduction

The following focus groups and workshop were held:

- Public Workshop- Monday, September 29th, 6p at City of Oxnard Community Meeting room
- EDCO Focus Group- Thursday, October 2, 2p at River Ridge Golf Course meeting room
- Downtown Oxnard Business Association- Thursday, October 1, 5p at La Dolce Vita
- Oxnard Chamber of Commerce- Wednesday, October 8, 2014 4pm at Chamber Offices

The discussion was designed to gather information in regard to the following outcomes:

Business Tax Certificates

1. To understand the process for business licensing in the City of Oxnard, specifically understand the operational issues encountered with processing BTC.
2. To understand potential improvements the City could make to streamline the BTC process.

Project Permitting

1. To understand the process for permitting projects in the City of Oxnard, specifically understand the operational issues encountered with processing project permits.
2. To understand potential improvements the City could make to streamline the permit process based on this experience, what recommendations would the applicant have for the City.

Workshop Information & Participant Demographics

Public Workshop

- 6 people (not staff or council members) attended the public workshop.
- 5 people spoke at the workshop (that were not city council members).
- Mayor Flynn and Councilwoman Ramirez attended the meeting.
- Participants ranged from small business owners to community activists to former planning staff to one contractor with extensive permitting experience.
- Participants were given opportunity to testify and give their opinion on the process.

Economic Development Corporation of Oxnard

- 18 attended the focus group
- A broad range of businesses attended, including manufacturing, agricultural, real estate, and architecture firms that represent manufacturers, all members of EDCO.
- Participants were led through a series of questions based on our target outcomes. We engaged in a vibrant discussion to extract information about the processes.
- The discussion was primarily focused around planning and permitting.

Downtown Oxnard Business Association

- 12 attended the focus group
- Businesses represented were real estate sales, real estate development, architecture, restaurant, insurance, and community members.
- Participants were led through a similar series of questions to EDCO, through gathering data, the discussion focused more on business licensing issues than permitting and planning.

Oxnard Chamber of Commerce

- 14 attended the focus group
- Businesses represented were oil, real estate sales (via Coastal Association of Realtors), Chamber Board members, and the County of Ventura Representative from the Channel Islands Harbor.
- Participants discussed both the BTC and permitting processes with similar discussion themes to EDCO and Downtown.
- This particular group included several members who attended to 'listen' as businesses who had not yet gone through the planning and permitting process.

Project Findings

The findings outlined below detail the experiences shared by focus group and workshop participants. Rincon Strategies has not communicated directly with City staff or observed staff processes, so references to City operations and processes are solely based on the perceptions and experiences of those participants in the groups.

Especially in the case of the focus groups, many of the comments were similar not only across each similar group (like EDCO or Chamber), but across the different groups when investigating similar outcomes. These findings reflect the aggregate of information provided by participants.

Business Tax Certificates

OUTCOME 1: To understand the process for business tax certificate (BTC) in the City of Oxnard.

What experiences and expectations does each stakeholder have in obtaining or renewing their BTC?

- EDCO members noted that the EDCO organization assists with this function so members who had knowledge of this had only part of the details, while EDCO contributed valuable information as well
- The expectation of those applying for this process is that a standard is applied, and it was discussed that there is not a clear-cut answer at the counter.
- Downtown business owners felt that there were too many different lines required to get the BTC- while it is a one stop shop in the sense that they are all in the same building, they are not connected or working together.
- Enforcement is an issue amongst small business owners- those that attended are paying their fair share but know others that are not.
- Business owners asked why the preliminary application cannot be completed online.

What issues were uncovered across communication, paperwork, staff, and process while working through the application?

- One experience that was echoed several times is a lack of consistency in applying for BTC among manufacturers- Oxnard's BTC allows rates based on number of employees, which is advantageous to manufacturers- but the BTC process requires more proof for manufacturers.
- Manufacturers have been required to produce several layers of documents proving they do what they claim they do in order to process the BTC.
- As each time an applicant heads to the office they bring what they think will be sufficient documentation (SIC Code book, State of CA Manufacturing Certificate, etc.), and are told they still need additional information. This results in multiple trips to the office.
- It was noted often that information regarding what was required to file for BTC was not clear and required several trips.
- Almost every participant in the Downtown group mentioned at least 3 different trips to the City office to complete the filing, while some mentioned as many as 5 trips.
- The lack of electronic submission was noted by several owners who live out of town and operate businesses in person- they are currently required to drive and file in person to be in compliance.
- Downtown groups raised the issue of enforcement of the BTC - specifically amongst rental property owners. Several building owners who had sub-tenants pay the tax, while others do not.

- One participant noted that realtors specifically are treated differently in Oxnard than other cities. Realtors are taxed individually. Brokers who work with the Realtors are taxed not only on themselves but also the Realtors they are working with, essentially taxing the Realtors twice. This particular participant is also taxed as the building owner on the same number of employees.
- Customer service in the BTC process is an issue. Reception and help desk were not able to provide accurate information on how to obtain the BTC.
 - According to one business owner: "They're just mean and not helpful"

OUTCOME 2: To understand potential improvements the City could make to streamline the BTC process.

Based on this experience, what recommendations would the applicant have for the City?

- Stakeholders recommended a checklist or some kind of consistent format for submitting verification documents that would lessen the number of trips required to finalize BTC paperwork.
 - "How to open a business in the City of Oxnard"
- This checklist or guide should appear in easy to navigate as an online resource as well as in the building.
- Real estate agents and other businesses with similar agent-broker relationships should be taxed differently.
- Work to improve enforcement of BTC.

Project Permitting

OUTCOME 1: To understand the process for permitting projects in the City of Oxnard.

What experiences and expectations does each stakeholder have in obtaining a permit through the City?

- It was noted by participants that the plan check process was lengthy and required several revisions. Stakeholders expect the current process to take significant time and revisions, where their goal is to reduce the number of reviews and trips associated with each project.
 - "Time is money."
- The Small Business Program, or Fast Track set appointments that are allowed on Thursday mornings are popular with participants.
- The Chamber of Commerce focus group did not know about the Small Business Program available for permitting.
- As part of meeting to discuss plans, it was often the case that signing up for Small Business Program in advance would yield a faster meeting turnaround than trying to go in and meet on the project without it. It was noted that this was the case even when the meeting with the SBP was more than two weeks out from the current date.
- There is no expected timeline or turnaround on submissions, and this time costs businesses that are waiting through the process.
- Most projects moving through now are not new construction, but are tenant improvements and reconfigurations. The turnaround time on plans and permits for this process are inhibiting businesses from moving in on schedule.
- Camarillo was mentioned to have a 1 - week turnaround for plan check on tenant improvements with fees schedule the same day. This is not the case in Oxnard.

- Fee schedules often do not get completed for as long as two weeks beyond plan check or project approval, so the hold up in processing the paperwork slows down the applicants.
- When comparing to other cities like Camarillo, participants noted that the number of plan checks and the total cost and overall time was lower in Camarillo than in Oxnard.
- State regulations were also noted to be an issue, and was noted that there was not much this process could do to change that. Participants instead focused on what could be done to make the City's process better.
 - "Let's make Oxnard the best City to do business in the worst state"
- EDCO was mentioned by its members repeatedly as a great tool in the process for working through permits.
 - "I would not recommend anyone try to move a complex project through the City of Oxnard without their help."

What issues were uncovered across communication, paperwork, staff, and process while working through the application?

- Revisions varied based on which staffer worked on the plans- one staff person reviewed plans and created a checklist of items that needed to be corrected, the other marked directly on the plans.
- Participants noted that the lists or corrections were often, incomplete. After correcting all on the list, applicants would return to have a new set of corrections unrelated to the first set added to the project. In some cases, participants noted the first and second sets of corrections would contradict
- Staff is reluctant to make decisions. Often, decisions must be cleared up two or three levels of management before answers can be given. Participants noted that staff would also not give recommendations or solutions, but instead would give 'no' answers and not help applicants solve problems as they worked through their process.
 - "I hope I get a good planner"
- Staff is not necessarily familiar with manufacturing business processes, so working through permitting applications on unfamiliar business processes requires education that is currently not part of the process.
- Participants noted that sometimes it was faster to go directly to Matt and bypass staffers. There was also a story told where someone went directly to a City Councilmember who called in to help expedite the process.
 - "You shouldn't have to know someone to get something done."
- Communication between different departments is not apparent to applicants. Fire and building and safety are not in sync, so when corrections to plans come back, they are often in conflict.
- Plan checks are also released without all departments sign off, so different corrections will come on different drafts. There is no standard form for this process or no one person who takes ownership at the staff level to ensure all items are accurate before going back to the applicant.
- Fees are not consistent. Estimated fees for going through the process are often underestimated, giving businesses that make financial decisions based on this information a difficult time to accurately project costs.
- The same is true with timelines to move the through the process. It is felt amongst participants that the incentive to finish the project is with the applicant, where the staff is not held accountable to a set of deadlines.
- There is only one person who can approve ADA, so TI's and building reconfiguration is delayed.

- Because there is no standardization among staff communications, different planners cannot easily pickup other planners work, so when a planner is out on vacation or out of the office, the project is on hold.
- When planners are switched, because of the lack of consistency, often it sets back a project if not start over completely.
 - "There are five different people in a department, I got five different answers."
- Six sets of plans are required for building and safety, and no digital plans are submitted. Often the same planner will work on multiple areas of the same project, so the number of paper copies could be reduced. Also, a digital copy could aid in lowering costs.
- There is no standard tracking component to determine where a project is in the process. One participant noted that a project's plans were actually lost in the process and they had to start over completely.
 - "An expedited plan is not an expedited plan"
- Regarding special use permits for events, SUPs are needed for regular event sites. Why can't the city develop a designation for an event site that does not require an SUP for each individual event?
- Code v. Policy - it was mentioned by two different participants that they received project feedback that referred to policies - these policies were not building code related, and staff was unable to produce such a written policy that existed.
 - "Who approves these policies, where are they posted, and can I get a copy? I was told no."

OUTCOME 2: To understand potential improvements the City could make to streamline the permit process.

Based on this experience, what recommendations would the applicants have for the City?

- Create a set of plan-check standards that include a way to consistently communicate information across all planners, so different planners did not have different ways of communicating the same information.
- Expanding the Small Business Program (Fast Track) to include all businesses, and expand the time frame.
- Empower front-line staff at the counter to make decisions and incentivize a timetable and fee schedule that is more accurate so businesses can make appropriate planning and financial decisions with good information
- Prioritize or set aside more time for complex projects or manufacturing, as these projects can tend to take much longer than expected.
- Benchmark Oxnard's process against other cities and find out what they are doing well. It was mentioned that Camarillo's process was less of an issue for several participants.
- Track the timeline of each project and develop communication standards within the departments to communicate clear updates to applicants.

Summary & Recommended Changes

After conducting these focus groups and workshop, it is clear that there are recurring issues that should be addressed. Participants came back to recurring problems with both BTC and permitting.

The following summarized the top-level issues:

- Consistency & Standards
 - There is an overall lack of standardization across departments and within departments. Applicants do not have a set of consistent expectations on any given project
 - Lack of standardization is hurting communication between the City and applicants, and drawing out processes, costing time and money.
- Staffing & Management
 - BTC Staff working knowledge of business operations is limited, and stalled the BTC application process on several accounts.
 - Planning staff is not consistent in delivery of information to applicants.
 - Front line staff are not empowered to make decisions and this delays processes.
- Communication
 - Departments do not communicate well together, and there is not a standardization of information.
 - Within departments, the lack of standardization also hurt projects as they moved through. Conflicting information cost time and money.
- Fees & Timelines
 - Timelines suffered from a lack of consistency through the process, and delays cost businesses as they worked through.
 - Information on where in the process each application stood was hard to come by and so planning for these organizations is difficult.
 - Fee schedules are not timely or accurate, so cost overruns from the initial planning process for businesses hurt their finances.
- Lack of digital presence
 - There is a noted lack of online resources and ability to submit or initiate processes online. Participants felt making more information available before making the trip to the office would help clean up the process.

It should be noted that there were some positives that came from this process as well:

- The City should be applauded for taking this project on, and participants are hoping for real improvement to some of the systemic issues.
- EDCO was seen as a key participant by its members in making the process easier for businesses.
- The Small Business Program/Fast Track available to walk through plans was a hit with 2/3 focus groups familiar with it.
- Some planning staffers were noted to be friendly and provide good information, despite some of the comments to the contrary. Department heads were also complimented on their in-depth knowledge of the process and ability to help.
- Services used to be located across the city; the consolidation of services in one building is more convenient.

Recommendations

- Develop a checklist for how to open a business in Oxnard, put this resource online as well as make it more prominent in the office.
- Review the realtor-broker BTC process to reduce double-taxation.
- Develop a standard set of communications or forms within each department and between departments so information that ultimately is given as feedback to the applicants has consistency. Any person dealing with plans in any department should be able to communicate messages clearly through this system.
- Develop a tracking system for fees and timeline, have this system accessible for applicants online to check the status without calling in or coming down to the office. Link standard communications to this system.
- Expanding the Small Business Program (Fast Track) to include all businesses, and expand the time frame.
- Prioritize or set aside more time for complex projects or manufacturing, as these projects can tend to take much longer than expected.
- Benchmark Oxnard's process against other regional cities or similar sized cities and find out what they are doing well.
- Work with staff on communication with applicants to develop ability and empower staff to make more front-line decisions.
- Finally, improve and enhance online information both to those in applications and those look to apply for both BTC and permits.

CONTACT INFO

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President
Rincon Strategies
chris@rinconstrategies.com
805-413-4077 x 101



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

Prepared By Jason M. Samonte, Traffic Engineering Agenda Item No. 5-1
 Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works

DATE: October 20, 2014

TO: City Council

FROM: Matthew Winegar, AICP, Director
 Development Services Department

SUBJECT: Oxnard Boulevard Intelligent Transportation System (ITS) Extension

RECOMMENDATION

That City Council:

1. Adopt Project Specification No. DS 15-04 for extending the ITS Project to include Oxnard Boulevard and to connect various Water facilities throughout the City.
2. Approve a budget appropriation for the Oxnard Boulevard ITS Project including \$500,000 received from the California Department of Transportation (Caltrans) for relinquishing Oxnard Boulevard, transferring \$250,000 of Circulation System Improvement Funds (CSIF) from the ITS Project, and appropriating \$271,575 from the Water Enterprise Fund Balance (WEFB) for the connection of various water facilities into the City's fiber optic backbone.

DISCUSSION

On October 11, 2011, the City Council approved the plans and specifications for the citywide installation of the ITS project Phase One. The project installed a fiber optic backbone and connected all City traffic signals to the Traffic Management Center (TMC). Oxnard Boulevard was not included in Phase One of the project because it was under Caltrans jurisdiction. In May of 2013, Caltrans relinquished Oxnard Boulevard to the City and paid the sum of \$1,000,000 to help offset the cost of future improvements. Parts of Vineyard Avenue and Fifth Street previously under Caltrans jurisdiction are also included. Funding for the project is as follows:

Caltrans Relinquishment	\$500,000
WEFB	\$251,575
CSIF	<u>\$250,000</u>
Total Project Cost	\$1,001,575

The Oxnard Boulevard ITS Project will incorporate Oxnard Boulevard into the existing ITS and install fiber optic communication to Water Blending Stations 2, 3, 5, Water Pressure Monitoring Station 1, and the water delivery system for Proctor and Gamble. The recommended plans and specifications include modifications to the existing traffic signals along Oxnard Boulevard and the installation of additional fiber optic to the City's fiber optic backbone.

FINANCIAL IMPACT

The total estimated cost of the Oxnard Boulevard ITS Project is \$1,001,575. The recommended budget appropriation includes \$500,000 from the Caltrans Oxnard Boulevard Relinquishment Funds, \$250,000 of CSIF from the ITS Project, and \$251,575 from the WEFB (\$22.3 million not appropriated). The balance of the Caltrans Relinquishment Fund is un-programmed at this time.

MGW/JS

Attachment #1 – Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Mathew Winegar

Date: November 18, 2014
Phone: _____

Reason for Appropriation:

To appropriate one-time funding received from Department of Transportation (Caltrans) for relinquishing of Oxnard Boulevard to City and transfer existing appropriation of Circulation Systems Improvement Fees from ITS Project for modifications of Oxnard Blvd. ITS Project for existing traffic signals and installation of fiber optic and interconnection to the Traffic Management Center (TMC) and Phase 1 of Water Facilities including Blending Station 2, 3, 5, Pressure Monitoring #1.

Accounts and Descriptions

AMOUNT

Fund: **CAPITAL OUTLAY FUND (301)**

Expenditures/Transfers Out

OXNARD BLVD ITS (PROJECT NO. 153120)

301-3410-826.82-08 CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION 500,000

Sub-total Expenditures 500,000

Net Change to Fund Balance (500,000)

Fund: **CIRCULATION SYS.IMPR.FEES (354)**

Expenditures/Transfers Out

ITS CONSTR TMC & SEC 1&2 (PROJECT NO. 093108)

354-3410-826.82-08 CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION (250,000)

OXNARD BLVD ITS (PROJECT NO. 153120)

301-3410-826.82-08 CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION 250,000

Sub-total Expenditures 0

Net Change to Fund Balance 0

Fund: **WATER OPERATING FUND (601)**

Expenditures/Transfers Out

OXNARD BLVD ITS (PROJECT NO. 153120)

601-3410-821.82-01 CONTRACTS AND SERVICES / SVSC ARCHITECT/ENGINEER 37,500

601-3410-821.84-51 OTHER SERVICES / SVSC FROM OTHER DEPART'S 5,000

601-3410-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 209,075

Sub-total Expenditures 251,575

Net Change to Fund Balance (251,575)

Net Appropriation Change 751,575

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

ATTACHMENT # 1
PAGE 1 OF 1



Meeting Date: 11/25/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. S-2Reviewed By: City Manager *JM* City Attorney *BT* Finance *JC* Other (Specify) _____**DATE:** November 14, 2014**TO:** City Council**FROM:** James A. Williams, Fire Chief
Fire Department *James A. Williams***SUBJECT:** Authorization to Submit an Application to the Federal Emergency Management Agency for \$40,250 in Assistance to Firefighters Grants Program (AFG) Funds**RECOMMENDATION**

That City Council adopt a resolution authorizing:

1. The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) AFG program in the amount of \$40,250;
2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. The Chief Financial Officer to appropriate the funds and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants program to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The grant funds will provide for Emergency Medical Services (EMS) protective jackets. The City of Oxnard is eligible to submit a grant application to FEMA for consideration of federal funds for \$40,250.

EMS jackets are required by the California Code of Regulations, Title 8 and the National Fire Protection Association standard 1999. These standards specify requirements for EMS protective clothing to protect personnel performing patient care during emergency medical operations from contact with body fluids and blood-borne pathogens. The grant would provide funds to purchase approximately 115 EMS jackets.

FINANCIAL IMPACT

There is a matching funds requirement of 10% or \$4,025 for this grant, which will be funded in FY 2015-16. If awarded, the Fire Department would request the General Fund match as part of the FY 2015-16 budget.

Attachment No. 1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF A GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$40,250 in Assistance to Firefighter Grant funds to be used for Emergency Medical Services (EMS) protective jackets for Fire Department personnel.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for EMS jackets. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 25th day of November, 2014, by the following vote:

AYES:

NOES:

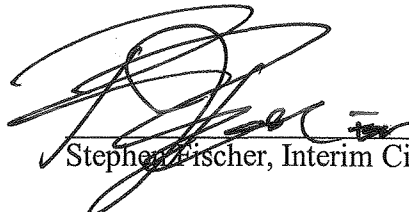
ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen Fischer, Interim City Attorney



Meeting Date: 11/25/14

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

Prepared By: Jay Duncan, Contract & Grant Coordinator *JD* Agenda Item No. 5-3

Reviewed By: City Manager *JM* City Attorney *JBB* Finance *JC* Other (Specify) _____

DATE: November 12, 2014

TO: City Council

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

SUBJECT: First Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a First Amendment to the Agreement with Carollo Engineers, Inc., for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668), in the amount of \$1,758,615, to bring the total amount to \$4,606,116, for the provision of Phase 2 services.
2. Approve appropriations from fund balances as follows:

Water Operating Fund 601 Fund Balance	\$102,958
Water Resource Fee 607 Fund Balance	\$170,000
Wastewater Collection Fund 611 Fund Balance	\$141,873
Wastewater Treatment Fund 621 Fund Balance	\$416,949
Total	\$831,780

DISCUSSION

On May 20, 2014, the Council approved agreement A-7668 with Carollo, Inc. for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization and Phase 1 funding in the amount of \$2,847,501 for a two year term through June 30, 2016. Phase 1 services included: data collection and analysis, flow projections, computer modeling, water quality analysis, arc flash assessment, treatment plant performance evaluation, and facility condition assessments. At that time the intent was to return to Council with a second phase.

First Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668)

November 12, 2014

Page 2

The Phase 1 condition assessment indicated that the water and wastewater cathodic protection (anti-corrosion) systems need further evaluation. In addition, a number of structures at the Wastewater Treatment Plant require further seismic evaluation. Phase 2 will include these additional condition assessments as well as other master planning tasks that are now ready to begin. This First Amendment includes the following phase 2 services:

- Amends Task 0 (Program Management) by implementing Phase 2 subtasks including integration workshops, and public works maintenance and optimization plan.
- Amends Task 1 (Integrated Water Resources Master Plan (IWRMP) Master Plans and Facility's Assessments) by implementing: Task 1.1 (Water Plan) water system alternatives analysis and, cathodic protection assessment phase 2; Task 1.2 (Wastewater Plan) wastewater system alternatives analysis, flow monitoring, and seismic evaluation of structures; Task 1.3 (Recycled Water Plan) water quality analysis, water system alternatives analysis, capital improvement plan development, salt and nutrient management plan, and pathogen analysis for direct potable reuse; and Task 1.4 (Storm Water Plan) Storm water quality analysis.
- Amends Task 2 (Streets Master Plan) by implementing subtask 2.1.1 to include a Draft Streets Master Plan to integrate the various pavement management and transportation planning studies and reports into a common database and planning tool.
- Amends Task 3 (CIP, Rates/Fees & APWA Self-Assessment) by implementing: Task 3.1.1 APWA Self-Assessment, Task 3.1.3 Disaster Preparedness Plan, Task 3.1.6 Existing & Required MOUs, Task 3.1.7 Fees and Utility Rates Analysis Draft, and adding Task 3.1.9 to Develop City Water Utilities Rates and Charges Model

FINANCIAL IMPACT

Funds in the amount of \$926,835 have previously been appropriated in the Master Plan Projects. The attached Budget Appropriation allocates the remaining \$831,780 as listed below to provide funding for the First Amendment in the amount \$1,758,615 to Agreement No. A-7668 with Carollo Engineers, Inc.:

Water Operating Fund 601 Fund Balance	\$102,958
Water Resource Fee 607 Fund Balance	\$170,000
Wastewater Collection Fund 611 Fund Balance	\$141,873
Wastewater Treatment Fund 621 Fund Balance	\$416,949
Total	\$831,780

JD:jd:jh

Attachment #1 – First Amendment to Agreement No. A-7668

Attachment #2 – Budget Appropriation

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 25th day of November, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on May 20, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective November 25, 2014, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated herein by reference.
2. Section 14a of the Agreement is deleted in its entirety and replaced with the following:
"a. City agrees to pay Consultant in an amount not to exceed \$4,606,116 for services provided under this Agreement at hourly rates provided in Exhibits C and C1 attached hereto and incorporated by this reference in full herein."
3. Effective November 25, 2014, in Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C1, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Steve McDonald Sr., Vice President
Carollo Engineers, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Interim Utilities Director

EXHIBIT A1

TASK 0 - OVERALL PROJECT MANAGEMENT – (INCREASE BY \$187,640)

TASK 0.1 PROJECT MANAGEMENT

Task 0.1.2 Integration Workshop

Prepare for and lead one (1) integration workshop to: review analysis and recommendations being presented, identify common elements and linkages; coordinate project timing and adjust alignment of Capital Improvement Program (CIP) projects and programs. This will be the 3rd in a series of 4 workshops planned and budgeted for the Public Works Integrated Master Plan (PWIMP).

Task 0.2.2 - Public Works Maintenance and Optimization Plan

Provide support required to implement the Utilities Department staffing plan including review and update of existing position descriptions, development of new classifications, and recruiting for up to 15 essential positions.

TASK 1 – INTEGRATED WATER RESOURCES MASTER PLAN (IWRMP) MASTER PLANS AND FACILITY’S ASSESSMENTS – (INCREASE BY \$1,047,525)

Task 1.1 Water Plan

Task 1.1.12 Energy Analysis & Recommendations

This effort will consist of reviewing and compiling the previously conducted energy analysis and recommendations, performing audits that have not been conducted for the water facilities, conducting an analysis and developing recommendations for the overall CIP. This effort will be closely tied with the existing Energy Action Plan items.

Task 1.1.14 Cathodic Protection Assessment – Phase 2

Phase 2 efforts include: 1) Prepare a Cathodic Protection (CP) Fact Sheet (draft and final), 2) locate missing test stations on the water transmission pipelines and collect Global Positioning System (GPS) coordinates at each station and prepare a brief Report of Findings and Recommendations, 3) Conduct a condition assessment of the Oxnard Conduit using field survey techniques of selected parts of the line, data analysis and selection of anodic areas for further evaluation, and prepare a brief Report of Findings and Recommendations, 4) Prepare design drawings and technical specifications for replacement of anode beds, rectifiers, and test stations (design meetings, plans and specs, and cost estimate), and 5) Evaluate the cause of the low pipe-to-soil potentials at Blending Station 1 and 6 and provide a design to upgrade the CP system and provide CP for the water storage tank.

Task 1.1.16 Automatic Meter Reading (AMR) Implementation Support – Evaluation / RFP- <<REMOVE TASK – REALLOCATE FUNDS>>

Assist the City to implement procurement and installation of automatic meter readers within the water system. Develop a request for proposals (RFP) to solicit proposals from AMR manufacturers. Evaluate the proposals and assist the City in selecting the optimal alternative based on the City’s needs.

Task 1.1.19 Maintenance Practices Technical Memorandum (TM)

<<REMOVE TASK-REALLOCATE FUNDS>>

Existing maintenance practices for the water system will be documented and summarized through interviews with related maintenance staff. The practices will be reviewed and considered against other standard industry practices and experience. Recommended adjustments to current maintenance practices will be made in a Technical Memorandum.

Deliverables as a result of this task will include:

- Water System Maintenance Practices Technical Memo

Task 1.1.20 Facilities & Systems Operation Best Practices

<<REMOVE TASK-REALLOCATE FUNDS>>

Best practices for operation of facilities and systems will be developed as needed. For example, a potable water system operations review will be conducted and recommendations provided. Water blending station operation strategies will be examined and optimized, especially for balancing the various supplies and timing of supplies versus the demands. Findings from this task will be included in the Facilities & Systems Operating Manual for the City's water system.

Task 1.1.21 Conservation Plan Update

<<ROLE REVISED TO MINIMAL REPORT REVIEW- REALLOCATE FUNDS>>

Coordinate and conduct limited review of Water Conservation Plan Update being developed by another company.

Task 1.1.22 Draft & Final Plan – Draft plan only

Revise and update Phase 1 Water Plan with findings and recommendations from the effort in this task and prepare DRAFT for IWRMP.

Task 1.2 Wastewater Plan

Task 1.2.8 Alternatives Analysis Phase 2- Assessment of Effluent Toxicity Potential

The purpose of Phase 2 is to assess at a planning-level the potential toxicity levels that result in the Oxnard Wastewater Treatment Plant (OWTP) effluent. This is a potential concern with increased expansion of the Advanced Water Purification Facility (AWPF) from 6.25 mgd due to the concentration effect of increased diversions of fresh water, and increased recycle returns to the outfall. The Los Angeles Regional Water Quality Control Board (LARWQCB) has recently proposed changes to the calculation and reporting of effluent toxicity that will impact the attainability of the National Pollutant Discharge Elimination System (NPDES) permit requirements for Oxnard for increased reuse scenarios. This task involves the mass balance analysis of those contaminants of concern in the effluent, and the desktop assessment of toxicity using the State Water Resources Control Board (SWRCB) Toxicity Support Document protocols. In addition, this effort includes developing a Sampling and Testing Plan (STP) and performance of progressive dilutions of effluent to test their effect. The findings, conclusions, and recommendations as to future alternatives will be included in a draft and final report on the Assessment of OWTP Effluent Toxicity Potential.

Task 1.2.13 Energy Analysis & Recommendations

This effort will consist of reviewing and compiling the previously conducted energy analysis and recommendations, performing audits that have not already been conducted for the wastewater facilities, conducting an analysis and developing recommendations for the overall CIP. This effort will be closely tied with the existing Energy Action Plan items.

Task 1.2.14 Odor Control Action Plan

<<REMOVE TASK-REALLOCATE FUNDS>>

Develop an Odor Control Action Plan for the wastewater collection system that contains: background information, regulatory requirements, identification and ranking of odor sources, available odor control technologies, odor control alternatives analysis, and an action plan. Site visits to known odor areas and up to 5 neighborhood interviews will be conducted. An action plan will be developed that the OWTP staff can put into action when complaints are received from neighborhoods.

Deliverables as a result of this task will include:

- Odor Control Action Plan

Task 1.2.15 Cathodic Protection Assessment – Phase 2

Phase 2 efforts include: 1) Meet with OWTP personnel to prioritize and identify test stations on abandoned process pipelines at OWTP, prepare a brief Report of Findings and Recommendations, 2) prepare design drawings and technical specifications for up to 6 replacement CP systems (design meetings, plans and specs, and cost estimate), and 3) prepare a CP program for a 20-year master plan for the PWIMP.

Task 1.2.17 Flow Monitoring (Wet Weather)

A flow monitoring program of the collection system will be completed in two phases. Phase 1 included monitoring throughout the system to identify dry weather flows (DWF) in order to calibrate the model to existing population and land use.

Phase 2 flow monitoring will be completed to estimate the wet weather flow (WWF) contributions throughout the collection system. It is anticipated that this monitoring period will take place over several months between December 2014 and April 2015. The WWF's derived from this monitoring period will be used to calibrate the collection system model to infiltration and inflow (I/I). Once measured contributions of I/I are estimated throughout the system, the calibrated model will be able to be used to project peak flows based on a design storm to analyze existing system capacity as well as plan for needed improvements.

The flow meters used for both phases will employ depth and velocity measurements in order to calculate flows using the continuity equation ($Q = v \times A$). The meters will be capable of recording accurate flows during both gravity flow and surcharge conditions. The depths, velocities and flows will be reported at 15 minute intervals and a Technical Memorandum (TM) will be delivered summarizing the results. It is anticipated this flow metering will be completed by subconsultants who are highly qualified professionals that have completed hundreds of these types of programs. However, assistance from City staff will be needed to locate and install the meters and have access for periodic maintenance.

Task 1.2.21 Maintenance Practices Technical Memorandum (TM)

<<REMOVE TASK-REALLOCATE FUNDS>>

Existing maintenance practices for the wastewater system will be documented and summarized through interviews with related maintenance staff. The practices will be reviewed and considered against other standard industry practices and experience. Recommended adjustments to current maintenance practices will be made in a Technical Memorandum.

Deliverables as a result of this task will include:

- Wastewater System Maintenance Practices Technical Memo

Task 1.2.23 Draft & Final Plan –(Draft plan only)

Revise and update Phase 1 Wastewater Plan with findings and recommendations from the effort in this task and prepare DRAFT for the IWRMP.

Task 1.2.24 OWTP Concrete Basin/Tanks Testing

Concrete testing will be conducted including: Schmidt Hammer tests, core samples for compressive strength and petrographic tests, alkalinity tests, hammer tap tests, and rebar scanning. Structures to be tested include activated sludge basin, secondary sedimentation basin, flow equalization basin, primary clarifier tank, gravity thickener, digesters 1, 2, and 3, Dissolved Air Flotation (DAF) tank, and chlorine contact tank. A Report of Findings will be prepared after the testing and analysis has been completed for each structure. The findings and recommendations will be added to the Phase 1 Carollo Engineers Seismic Analysis Report.

Task 1.3 Recycled Water Plan

Task 1.3.4 Water Quality & Analysis

Summarize the recycled water quality required to meet the needs of the various uses – irrigation, industrial, Indirect Potable Reuse (IPR), and Direct Potable Reuse (DPR). Review recycled water quality sampling and compliance reports, if any, since inception of operation of the AWPf and compare with current and future recycled water regulations to determine current and potential future regulatory issues.

Task 1.3.5 Alternatives Analysis

Review currently proposed Groundwater Recovery Enhancement and Treatment (GREAT) program projects and compare them with recycled water system planning criteria. Deficiencies and/or improvements will be noted and discussed with City.

- Storage Analysis:
 - Identify the storage volume required based on the storage criteria for equalizing recycled water system flows. The storage analysis will be performed for Phase 1, 2 and 3 demands, including needs for the IPR/DPR uses.
 - If storage deficiencies are identified, additional storage volume requirements will be identified.
- Alternatives Cost Estimate and Evaluation:
 - Planning level cost estimates and alternatives evaluation will be prepared for each of the proposed improvements in accordance with the IWRMP planning criteria.
 - Envision checklists and Green House Gas (GHG) emissions will be developed for the alternatives and used as part of the alternatives comparison.

- Workshops will be held with the City to screen and identify alternatives that will be evaluated.

Task 1.3.6 Develop CIP & Cost Estimates

Based on the alternatives analysis and evaluation and draft CIP, a proposed final CIP including the recommended projects will be developed for the water system for existing, 2020, and 2030 conditions. The CIP will be coordinated with the proposed phases of the GREAT program.

Task 1.3.7 Implementation Schedule

Based on the proposed CIP, an implementation schedule will be developed that identifies near-term ('Spin-out'), intermediate-term and long-term projects/deliverables and will be coordinated with the proposed phases of the GREAT program.

Task 1.3.8 Arc Flash Assessment of AWPf

<<REALLOCATE SOME FUNDS-ROLE REVISED AS DEFINED HEREIN>>

A signed, stamped arc flash assessment of the AWPf facilities was developed under a past contract. Carollo will work with the previous firm to finalize the remaining efforts required including labeling the electrical panels/cabinets and training on proper access to panels.

Task 1.3.9 Envision Documentation & Certification Assistance

Provide assistance in gaining Envision certification of the AWPf. This effort includes the following tasks:

- Prepare a memo outlining the Envision certification level justification and documentation requirements
- Prepare and submit the Envision Application for the project
- Assist and guide the City in compiling documentation for the Envision credits that are being included in the Certification Packet; City will take main responsibility for locating and supplying the actual documentation
- Provide assistance and coordination through the Envision verification and authentication process by answering technical and documentation questions, corresponding with the Institute for Sustainable Infrastructure (ISI) during the certification process

Task 1.3.10 Recycled Water Customer/Groundwater Management Agency (GMA) Assistance

Provide assistance to the City, as needed with support of customers and implementation. This task will be budget limited and could include development of materials, discussions with customers, and/or meetings.

Task 1.3.11 Draft & Final Plan – (Draft plan only)

Revise and update Phase 1 Recycled Water Plan with findings and recommendations from the effort in this task. Provide the City with a DRAFT of the Chapter for the IWRMP.

Task 1.3.12 Salt & Nutrient Management Plan (SNMP)

This scope of work is for the first phase of development of a Salt and Nutrient Management Plan (SNMP) for the selected study area. The SNMP is a regulatory requirement per the SWRCB Recycled Water Policy (2008).

Subtask 1.3.12.1 involves identifying the SNMP Workgroup and Developing the SNMP Workplan. As discussed below, the City has options for proceeding with the SNMP or partnering with the Calleguas Creek Watershed Group. This scope assumes that the City will proceed on its own, so the study area will include the Oxnard Forebay, Oxnard Plain and Pleasant Valley Basins. (NOTE: If the City later chooses to partner, or is required by the LARWQCB to partner, with the Calleguas Creek Watershed Group, then the study area would also include the Las Posas, Santa Rosa, Conejo Valley, Thousand Oaks, Russell Valley, Tierra Rejada, Simi Valley and Tapo Gillibrand Basins. This would be a change in scope. Note that if the City eventually partners with the Calleguas Creek Watershed Group, then there may potentially be some cost-sharing by the Partners with the budget.)

The subtasks that follow are based on the assumption that the study area ONLY includes the Oxnard Forebay, Oxnard Plain and Pleasant Valley Basins. Because these three basins are a subset of the basins that would be included in the analysis if the City partnered with the Calleguas Creek Watershed Group, then the analysis on the three basins will be used regardless of the members of the SNMP Workgroup.

Task 1.3.12.1. Develop SNMP Workgroup and Workplan

Establish SNMP Participants, Funding Structure and Preliminary Schedule

Coordinate with City of Oxnard (City) staff to identify options for proceeding with an SNMP. These options may include, but are not limited to, the City of Oxnard only and the City of Oxnard partnered with the Calleguas Watershed Group. Work with the City to develop conceptual alternatives for funding structures associated with partnering with the Calleguas Watershed Group Partners). In addition, develop an annotated outline of the SNMP Workplan and preliminary schedule.

Assist the City of Oxnard with convening a SNMP Planning Meeting to discuss potential partnering options, funding structures, Workplan outline, and preliminary schedule (including timeline for developing final agreements between SNMP partners).

Assumptions:

- City will coordinate the SNMP Planning meeting with potential SNMP partners.

Deliverables

- SNMP Workplan Outline and Preliminary Schedule.
- Planning Meeting agenda, handouts (if needed), and summaries of outcomes.

Develop Draft SNMP Workplan

Based on the requirements of the Recycled Water Policy and the LARWQCB SNMP Guidance Document, develop the preliminary draft SNMP Workplan. The Workplan will include identification of SNMP participants, study area and SNMP parameters. In addition, the Workplan will outline the major steps necessary to fully develop the SNMP, and a project schedule.

Convene a conference call/web meeting with the City and Partners (if applicable) to discuss comments on the preliminary draft Workplan. Based on comments on the preliminary draft Workplan, develop the draft Workplan for submittal to the LARWQCB.

Assumptions:

- City will submit the Draft Workplan to the LARWQCB

Deliverables

- Preliminary draft Workplan
- Draft Workplan

Develop Final Workplan

The Workplan will need to be approved by the LARWQCB. Convene a conference call/web meeting with the City, Partners (if applicable) and LARWQCB to receive comments on the Draft Workplan. Based on LARWQCB comments, prepare the Final Workplan for LARWQCB approval.

Assumptions:

- The budget and deliverables for the conference call/web meeting with the LARWQCB are included in Task 1.3.12.2

Deliverables

- Responses to comments matrix
- Final Workplan

Task 1.3.12.2. Stakeholder Process

Establish and Manage Stakeholder Process

A tiered approach will be used for the stakeholder process. The tiers will include a Technical Advisory Group (TAG) and the larger stakeholder community. This task will include identifying TAG members and stakeholders, facilitating meetings, discussions, and consensus building as needed.

Technical analysis and decisions will be discussed at the TAG web meetings. The following TAG web meetings will be conducted.

- TAG Meeting #1 – SNMP overview and data collection
- TAG Meeting #2 – Existing monitoring programs, characterization of groundwater and surface water quality, and source identification
- TAG Meeting #3 – Assimilative capacity analysis

Two Stakeholder Workshops will be conducted. The stakeholder workshops will be used to inform and solicit input on the development of the SNMP. Web conferencing will be provided for the stakeholder workshops. The following stakeholder meetings will be conducted.

- Stakeholder Workshop #1 – SNMP Overview and Data Collection
- Stakeholder Workshop #2 - Characterization of groundwater and surface water quality, identification/characterization of salt and nutrient sources, and assimilative capacity analysis results.

Assumptions:

- City will coordinate the TAG and Stakeholder meeting times and will provide meeting invitations.

Deliverables

- Workshop/Meeting agendas, handouts, and summaries of outcomes.

Coordinate with LARWQCB Staff

Meetings with the LARWQCB will be conducted throughout the development of the SNMP. In addition, LARWQCB staff may be invited to TAG meetings and stakeholder workshops.

Three meetings and up to three Web meetings or conference calls will be conducted with the LARWQCB. The following meetings will be conducted with the LARWQCB:

- LARWQCB Meeting #1 – Review general SNMP approach, existing data, and characterization of groundwater and surface water quality.

- LARWQCB Meeting #2 – Review identification and characterization of salt and nutrient sources. Review assimilative capacity analysis approach. and technical approach for assimilative capacity assessment
- LARWQCB Meeting #3 – Review assimilative capacity analysis results. Review the approach for remaining SNMP tasks (not included in this scope of work), including Fate and Transport Analysis, Anti-Degradation Analysis, and California Environmental Quality Act (CEQA).

A conference call/web meeting on the Draft Workplan will be conducted. The other two conference calls/web meetings with the LARWQCB will be scheduled as needed.

Assumptions:

- City will coordinate with the LARWQCB to set meeting dates/times.

Deliverable:

- Meeting agenda, materials and summaries of outcomes

Task 1.3.12.3. Gather and Summarize Existing Information

Summarize/Characterize Water Management and Salt/Nutrient Management Goals and Objectives

Using existing documents, the goals and objectives related to groundwater management, recycled water use and stormwater management will be compiled. This task will involve:

- Summarizing existing goals, objectives and management measures from applicable TMDLs, local SNMPs, applicable urban water and groundwater management plans, NPDES permits and other regulatory requirements.
- Identify other management measures currently being implemented for recycled water deliveries.
- Identify any areas of conflict or gaps in goals and objectives.

In addition, existing, planned, and potential future recycled water projects will be identified and summarized.

Deliverables

- Draft table of goals and objectives
- Revised table of goals and objectives based on TAG input
- Draft table of existing, planned and potential future recycled water projects
- Revised table of existing, planned and potential future recycled water projects

Characterize Groundwater Basin Geology, Hydrology and Hydrogeology

This task involves using existing documents to characterize groundwater basin hydrology and hydrogeology. Characterization of the basins' hydrology and hydrogeology will include the following:

- Geology
- Hydrostratigraphy/Hydrogeology
- Soils
- Surface Water Hydrology
- Climate
- Landcover/Land Use
- Groundwater Elevations
- Groundwater Production
- Subsurface Inflows and Outflows
- Groundwater/Surface Water Interactions
- Groundwater Recharge

In this phase of work the groundwater production, subsurface inflows and outflows, groundwater/surface water interactions, and groundwater recharge will be “steady state estimates” and will be based on available information and previous studies.

A Draft Technical Memorandum (TM) on Groundwater Basin Geology, Hydrology and Hydrogeology will be prepared and a Revised Draft will be prepared based on TAG comments.

Deliverables

- Maps of basin boundaries
- Table of data gaps
- Draft Technical Memo on Groundwater Basin Geology, Hydrology and Hydrogeology
- Revised Draft Technical Memo on Groundwater Basin Geology, Hydrology and Hydrogeology

Summarize Existing Groundwater and Surface Water Monitoring Programs

A list of known groundwater and surface water monitoring programs will be compiled. Maps and summary tables will be developed to summarize monitoring locations, sampling frequency, and analytical constituents.

The summary of monitoring programs will include only those programs that include one or more of the SNMP parameters (Total Dissolved Solids (TDS), sulfate, boron, chloride, Electrocoagulation (EC), nitrogen compounds, and Constituents of Emerging Concern (CECs)).

A Draft TM on Existing Monitoring Programs will be prepared for TAG comment and review. Based on comments, a revised Draft Memo on Existing Monitoring Programs will be prepared. This memo will include maps of the monitoring locations and summary tables.

Assumptions:

- Information provided by stakeholders will be in Geographic Information Systems (GIS) and Microsoft (MS) Excel Format.
- SNMP parameters are limited to TDS, sulfate, boron, chloride, EC, nitrogen compounds, and Constituents of Emerging Concern (CECs). Pending discussion with the LARWQCB, the SNMP parameters may be limited to TDS, chloride and nitrate.

Deliverables:

- Draft TM on Existing Monitoring Programs
- Revised Draft TM on Existing Monitoring Programs

Task 1.3.12.4 Conduct Data Analysis

Develop Conceptual Models

This task involves developing a conceptual model (graphical representation) for water salt and nutrient balances in the planning area.

Deliverable

- Conceptual model figures for water, salts and nutrients.

Develop Salt and Nutrient Source Identification

This task will include conducting a source identification and quantification analysis for salts and nutrients. The source identification and quantification will be developed using monitoring data, land use data, information on land-based practices, information on effluent discharges and recycled water projects.

Sources will be tabulated by source and by basin. For some sources, additional analysis of the fate and transport will be conducted, as needed, to estimate loads to the groundwater basins. The source identification and quantification will also assess natural sources of salts and nutrients.

A Draft TM on Salt and Nutrient Sources will be prepared for TAG review. A Revised Draft Technical Memo on Salt and Nutrient Sources will be prepared based on TAG review comments. This TM will outline the process for identifying/quantifying salt and nutrient sources, information/data used and assumptions. The TM will also include a tabular summary of salt and nutrient loads to the groundwater basins.

Deliverable:

- Draft TM on Salt and Nutrient Sources
- Revised Draft TM on Salt and Nutrient Sources

Summarize Existing Groundwater and Surface Water Quality

The monitoring data will be compiled and used to assess groundwater and surface water quality. Median groundwater and surface water concentrations will be calculated for each monitoring location. These median values will be compiled and mapped in GIS and compared to Basin Plan objectives. This analysis will be used to identify where water quality objectives are exceeded or threatened to be exceeded. Where sample size is large enough, the variability of groundwater and surface water concentrations will be calculated for each monitoring location and mapped in GIS to show LARWQCB data variability. Tables and graphics will be prepared to present the results of the water quality data analysis.

Groundwater monitoring wells with frequent water quality data (at least one data point per year) will be analyzed for trends. Time-series plots for each monitoring well will be prepared and analyzed for trends. Draft Summary Tables, Figures and Maps of Water Quality will be prepared for TAG review. Based on TAG comments, Revised Draft Summary Tables, Figures and Maps of Water Quality will be prepared.

Deliverables:

- Draft Summary Tables, Figures and Maps of Water Quality
- Revised Draft Summary Tables, Figures and Maps of Water Quality

Estimate Assimilative Capacity for Each Sub-Basin

The assimilative capacity analysis for each groundwater basin will be conducted. The assimilative capacity analysis describes the concentration of a constituent that can be added to groundwater without exceeding water quality criteria. Average basin salt and nutrient concentrations estimated from contoured median groundwater quality data will be compared to water quality objectives to establish the assimilative capacity concentration for each basin. The uncertainty of the average basin salt and nutrient concentration will be quantified based on the variability in concentrations calculated above.

Draft TM on the Assimilative Capacity will be prepared for TAG review. Based on TAG comments, a Revised Draft TM on the Assimilative Capacity will be prepared.

Deliverables:

- Draft TM on the Assimilative Capacity
- Revised Draft TM on the Assimilative Capacity

Task 1.3.12.5. SNMP Approach

It is likely that as part of the analysis conducted in Tasks 1.3.12.2 through 4, data gaps will be identified, groundwater basins exceeding or threatening to exceed water quality objectives will be characterized, and competing needs and goals may be determined. All of these factors and possibly others could impact the

approach taken to develop the SNMP, the scopes of the anti-degradation and CEQA analyses. In addition, the previous tasks will provide a sufficient basis for developing the technical modeling approach, data sources and assumptions.

This task will consist of preparation of a TM on the SNMP Approach. This TM will provide the following:

- A brief summary of analyses completed and findings to date (key sections on existing groundwater quality, source identification and assimilative capacity analysis results).
- Summary of identified data gaps
- Basis for modeling analysis
- Detailed technical modeling approach, data sources and assumptions
- Approach for the anti-degradation and CEQA analyses
- Overview of how each section will meet the requirements of the Recycled Water Policy and the LARWQCB SNMP Guidance Document
- Key basin management goals and objectives for each basin that will inform the selection of management measures.

A list of potential decisions to be considered by the TAG and Stakeholder group will be developed as an attachment to the outline. These decisions will include, but not be limited to, a summary of assumptions regarding identified data gaps that the team feels should be considered prior to proceeding further with the SNMP, areas for consideration of water quality objective changes, areas of conflicting management goals and objectives to be considered in determining management measures.

A Draft TM on the SNMP Approach will be prepared for TAG review. Based on TAG comments, a Revised Draft TM on the SNMP Approach will be prepared and submitted to the LARWQCB. This document will be used to obtain LARWQCB on SNMP tasks and analyses that will be conducted in the next phase of work.

Convene a meeting with the LARWQCB to obtain comments on the Draft TM on the SNMP Approach. Based on LARWQCB comments, prepare a final TM on the SNMP Approach.

Assumptions:

- The City will provide the SNMP Approach Memo to the LARWQCB.
- The budget for the meeting with the LARWQCB is included in Task 2.2.

Deliverables:

- Draft Technical Memo on the SNMP Approach
- Revised Draft Technical Memo on the SNMP Approach
- Final Technical Memo on the SNMP Approach
- Response to comments matrix

Task 1.3.13 Pathogen Analysis for Direct Potable Reuse

For Direct Potable Reuse (DPR) projects, the California Division of Drinking Water (DDW) Programs will require more certainty in treatment process performance and in pathogen loads entering the advanced treatment processes. WateReuse Research Foundation Project 14-02 will better define pathogen loads in raw and secondary effluent. Through this task, the City will fund a detailed 12-month study of protozoa, virus, and bacteria at the OWTP, sufficient to document pathogen numbers to DDW. The monthly sampling will include protozoa (Giardia and Crypto), virus (enteric virus and coliphage), and bacteria (enterococci). This task also includes shipping of samples to the microbiological lab and sampling coordination and assistance. OWTP/AWPF staff will be requested to assist with sampling.

Attachment No. 1

Exhibit A1

Page 12 of 16

Task 1.4 Stormwater Plan

Task 1.4.5 Water Quality & Analysis

The regulatory requirements quantified during Phase 1 will be further developed for both current and future conditions as they affect water quantity and quality within the storm sewer system. Available water quality data will also be investigated and analyzed to estimate the current and potential future quality of the flows discharging to the storm water outfalls.

Task 1.4.9 Draft & Final Plan – (Draft plan only)

Revise and update Phase 1 Stormwater Plan with findings and recommendations from the effort in this task. Provide the City with a DRAFT and FINAL version of the Chapter for the IWRMP.

TASK 2 – STREETS MASTER PLAN – (INCREASE BY \$ 57,050)

Task 2.1.1 Draft Streets Master Plan – (Draft plan only)

The Draft Streets Master Plan will integrate the various transportation planning studies and reports already completed, or on-going, into a common database and planning tool. These include the Bicycle and Pedestrian Facilities Master Plan, Pavement Management Plan, Sidewalk Inventory, Intelligent Transportation Systems (ITS) Master Plan, Down Town Corridor Plan, and others. The Streets Master Plan will organize this past and current work into major planning elements. The objective is to allow for improved coordination with the other Public Works Master Plans to enable elected officials and staff to make informed management decisions, and to prioritize capital expenditures in the most responsible, effective manner.

TASK 3 – CIP, RATES & FEES, AND APWA SELF ASSESSMENT – (INCREASE BY \$ 466,400)

Task 3.1.1 APWA Self Assessment

Consultant will assist the City with continuation of performing the American Public Works Association (APWA) Self Assessment. The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the Public Works Management Practices Manual. It is a voluntary, self-motivated approach to objectively evaluate, verify and recognize compliance with the recommended management practices.

Task 3.1.3 Disaster Preparedness Plan

Review and update of the City's current Disaster Preparedness Plan. The City's current Plan will be reviewed and evaluated based upon current regulations, potential short-term and long-term disasters, and existing Level of Service (LOS) goals for the City's water/wastewater infrastructure. An updated Disaster Preparedness plan will be developed based upon the findings of the effort.

Task 3.1.6 Existing & Required MOUs

A summary list of existing and required Memorandum of Understanding (MOUs) will be developed – such as an MOU between water and wastewater for the AWWP, and an MOU for janitorial/landscape/facility maintenance or other common services. The list could also contain key bullet points for some of the MOUs.

Task 3.1.7 Fees and Utility Rates Analysis - Draft

Consultant will develop a draft revenue requirement and rate and development fee analysis for each Public Works Division. The financial analysis will consider the overall funding strategy including near- and long-term capital and operational needs, as well as potential impacts on customer usage due to modifications of the rate structures. The results of the revenue requirement will be used in the City's rate model to define what levels of rate increases are necessary in order to fund ongoing expenditures, identified capital needs, meet the City's policy goals, and adhere to Proposition 218 requirements. Consultant will also create updated development fees to equitably recover the costs to provide capacity to serve new developments. These development fees will adhere to California Government Code §66000.

Task 3.1.9 Develop City Water Utilities Rates and Charges Model

Consultant will develop a rates and charges model (Rate Model) for the water utilities for the City, including: wastewater, water, and stormwater annual service charges, and one-time capacity charges (i.e. connection fees) for each utility. This model will be designed to incorporate the input from the capital improvement plans (CIP) financial analyses, and estimated capital and operations and maintenance (O&M) costs from the Integrated Public Works Master Plans (Master Plans). This includes defining the rates and charges to be fair and equitable as defined under Proposition 218, and California Government Code Section 66000. The Rate Model will incorporate the input from the Master Plans, and will calculate rates and charges for the system users including residential, commercial and industrial over the 20-year planning horizon. Special emphasis will be on the initial 10-year cash-flow projections.

EXHIBIT C1

 PUBLIC WORKS INTEGRATED MASTER PLANS (PWMP), INCLUDING CONDITION ASSESSMENT, O&M, AND PERFORMANCE OPTIMIZATION Amendment No. 1 11/18/14 CITY OF OXNARD, CA		Phase 2 Contracted Budget	Carollo	Subconsultant	Amendment 1
Task/Subtask Descriptions	(Carollo and Subs)	Amendment 1	Amendment 1	Total	
Task 0 Overall Project Management					
0.1 Project Management	\$184,300	\$22,640		\$22,640	
0.1.1 Project Management	\$100,700				
0.1.2 Integration Workshops	\$45,280	\$22,640		\$22,640	
0.1.3 Project Quality & After Action Reviews (AARs)	\$38,320				
0.2 Global Project Deliverables	\$294,520	\$15,000	\$150,000	\$165,000	
0.2.1 Execution of Early Priority Projects/Deliverables					
0.2.2 Public Works Maintenance and Optimization Plan		\$15,000	\$150,000	\$165,000	
0.2.3 Integrated Public Works Master CIP	\$56,720				
0.2.4 Integrated Public Works Master Plan	\$144,800				
0.2.5 Executive Summary (Master Plans)	\$93,000				
Total Task 0	\$478,820	\$37,640	\$150,000	\$187,640	
Task 1 IWRMP Master Plans & Facilities Assessments					
1.1 Water System	\$189,435	-\$19,037	\$213,260	\$194,223	
1.1.1 Data Collection and Analysis					
1.1.2 Review & Summarize Past Reports					
1.1.3 Population & Land Use Estimates					
1.1.4 Flow Projections					
1.1.5 Model Update and Calibration					
1.1.6 Water Quality and Analysis					
1.1.7 AMP/Condition Assessment/Wtr Systm Ops Review & Recom					
1.1.8 Alternatives Analysis					
1.1.9 Development of CIP and Cost Estimates	\$14,170				
1.1.10 Implementation Schedule	\$18,600				
1.1.11 Arc Flash Assessment of Blending Stations					
1.1.12 Energy Analysis & Recommendations	\$20,080	\$20,080		\$20,080	
1.1.13 Hydrant Testing and Pressure Monitoring					
1.1.14 Cathodic Protection Assessment / Evaluation / Recommendation		\$29,013	\$213,260	\$242,273	
1.1.15 SCADA					
1.1.16 AMR Implementation - Evaluation / RFP		-\$28,620		-\$28,620	
1.1.17 CMMS Analysis & PM	\$28,860				
1.1.18 Facilities & Systems Operating Manuals	\$51,845				
1.1.19 Maintenance Practices Technical Memorandum (TM)		-\$8,610		-\$8,610	
1.1.20 Facilities & Systems Operation Best Practices		-\$25,220		-\$25,220	
1.1.21 Conservation Plan Update		-\$33,620		-\$33,620	
1.1.22 Draft & Final Plan	\$55,880	\$27,940		\$27,940	
1.2 Wastewater Treatment & Collection System	\$502,585	\$78,834	\$386,705	\$465,539	
1.2.1 Data collection & analysis					
1.2.2 Review & Summarize Past Reports					
1.2.3 Population & Land Use Estimates					
1.2.4 Flow & load projections					
1.2.5 Collection System Analysis/Model update & calibration					
1.2.6 Treatment Plant Performance & Capacity					
1.2.7 AMP/Condition Assessment/Seismic					
1.2.8 Alternatives Analysis/Phase 2		\$70,000		\$70,000	
1.2.9 O&M Manual (Headworks)	\$55,380				
1.2.10 Development of CIP & cost estimates	\$38,405				
1.2.11 Implementation Schedule	\$19,080				
1.2.12 ARC Flash Assessment of OWTP					
1.2.13 Energy Analysis & Recommendations	\$20,080	\$20,080		\$20,080	
1.2.14 Odor Control Action Plan		-\$74,680		-\$74,680	
1.2.15 Cathodic Protection Assessment / Evaluation / Recommendation		\$8,724	\$81,480	\$90,204	
1.2.16 SCADA					
1.2.17 Flow Monitoring (Phase 1 - DWF, Phase 2 - WWF)	\$87,225		\$87,225	\$87,225	
1.2.18 Other/Miscellaneous	\$100,870				
1.2.19 CMMS Analysis & PM	\$28,860				
1.2.20 Facilities & Systems Operating Manuals	\$51,845				
1.2.21 Maintenance Practices Technical Memorandum (TM)		-\$8,610		-\$8,610	
1.2.22 Facilities & Systems Operation Best Practices					
1.2.23 Draft & Final Plan	\$100,840	\$50,420		\$50,420	
1.2.24 OWTP Concrete Basins/Tanks Testing		\$12,900	\$218,000	\$230,900	

Task/Subtask Descriptions	Phase 2 contracted budget	Carollo	Subconsultant	Amendment 1
	(Carollo and Subs)	Amendment 1	Amendment 1	Total
1.3 Recycled Water System	\$138,800	\$199,120	\$145,090	\$344,210
1.3.1 Data Collection & Analysis				
1.3.2 Flow & Conservation Projections				
1.3.3 Model Update & Calibration				
1.3.4 Water Quality & Analysis	\$3,390	\$3,390		\$3,390
1.3.5 Alternatives Analysis	\$52,440	\$52,440		\$52,440
1.3.6 Development of CIP & Cost Estimates	\$13,720	\$13,720		\$13,720
1.3.7 Implementation Schedule	\$11,870	\$11,870		\$11,870
1.3.8 Arc Flash Study for AWWP		-\$40,000		-\$40,000
1.3.9 Envision Documentation & Certification Assistance	\$10,060	\$10,060		\$10,060
1.3.10 Recycled Water Customer/GMA Assistance	\$10,060	\$10,060		\$10,060
1.3.11 Draft & Final Plan	\$37,260	\$18,630		\$18,630
1.3.12 Salt and Nutrient Management Plan (SNMP)		\$108,950	\$105,090	\$214,040
1.3.13 Pathogen Analysis for Direct Potable Reuse		\$10,000	\$40,000	\$50,000
1.4 Stormwater System	\$94,475	\$43,553	\$0	\$43,553
1.4.1 Data Collection & Analysis				
1.4.2 Flow Projections				
1.4.3 Model Development & Calibration				
1.4.4 AMP/Condition Assessment				
1.4.5 Water Quality Analysis	\$18,220	\$18,220		\$18,220
1.4.6 Alternatives Analysis				
1.4.7 Development of CIP & Cost Estimates	\$12,450			
1.4.8 Implementation Schedule	\$13,140			
1.4.9 Draft & Final Plan	\$50,665	\$25,333		\$25,333
Total Task 1	\$925,295	\$302,470	\$745,055	\$1,047,525
Task 2 Streets Master Plan				
2.1 Streets Master Plan				
2.1.1 Draft & Final Streets Master Plan	\$114,100	\$57,050		\$57,050
2.1.2 GIS Data to Integrate Asset Data into City's GIS Database				
2.1.3 Summary Report of Current Asset Management Efforts				
2.1.4 Recommendations for Management Implementation	\$31,710			
Total Task 2	\$145,810	\$57,050	\$0	\$57,050
Task 3 CIP, Rates & Fees, & APWA Self Assessment				
3.1 CIP, Rates & Fees, & APWA Self Assessment				
3.1.1 APWA Self Assessment	\$43,820	\$43,820		\$43,820
3.1.2 Project Management Training	\$103,360			
3.1.3 Disaster Preparedness Plan	\$25,400	\$25,400		\$25,400
3.1.4 Information Systems Audit & Recommendations				
3.1.5 Summary of Agreements				
3.1.6 Existing & Required MDUs	\$25,400	\$25,400		\$25,400
3.1.7 Fees and Utility Rates Analysis	\$143,560	\$71,780		\$71,780
3.1.8 CIP Integration & Optimization	\$176,790			
3.1.9 Develop City Water Utilities Rates and Charges Model (WW,W, SW)		\$300,000		\$300,000
Total Task 3	\$518,330	\$466,400	\$0	\$466,400
TOTALS	\$2,068,255	\$863,560	\$895,055	\$1,758,615

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities
Project/Program
Manager: Daniel Rydberg

Date: November 25, 2014

Phone: 385-8055

Reason for Appropriation:

To provide sufficient funding for Amendment 1 to Carollo Agreement A-7668 Master Planning with new appropriations of \$460,000 to Master Plan projects and \$371,780 to Operational accounts with \$102,958 to Water Operating; \$141,873 to Wastewater Collection Operating; and \$126,949 to Wastewater Treatment Operating.

Accounts and Descriptions

AMOUNT

Fund: WATER OPERATING FUND (601)

Expenditures/Transfers Out

WATER PROCUREMENT (6010)

601-6010-842.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 71,376

RECYCLE WATER (6012)

601-6012-842.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 31,582

Sub-total Expenditures 102,958

Net Change to Fund Balance (102,958)

Fund: WATER RESOURCE FEE (606)

Expenditures/Transfers Out

MASTER PLAN RECYCLE WATER (PROJECT NO. 12IN02)

606-6670-821.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 170,000

Sub-total Expenditures 170,000

Net Change to Fund Balance (170,000)

Fund: W/W COLLECTION OPERATING (611)

Expenditures/Transfers Out

COL SYSTEM MAIN & UPGRADE (6103)

611-6103-842.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 55,677

STORM WATER FLOOD CONTROL (6107)

611-6107-842.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 86,196

Sub-total Expenditures 141,873

Net Change to Fund Balance (141,873)

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012

Attachment No. 2
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Fund: W/W TREATMENT OPERATING (621)

Expenditures/Transfers Out

TREAT SYS MAINT-UPGRADES (6205)

621-6205-842.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 126,949

MASTER PLAN WASTEWATER (PROJECT NO. 12IN04)

621-6670-821.82-09 CONTRACTS AND SERVICES / SVCS- OTHER PROFESSIONAL 290,000

Sub-total Expenditures 416,949

Net Change to Fund Balance (416,949)

Net Appropriation Change 831,780

Approvals

Department Director



Chief Financial Officer



City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012

Attachment No. 2
Page 2 of 2



Meeting Date: 11/25/14

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

Prepared By: Jay Duncan, Contract & Grant Coordinator *[Signature]* Agenda Item No. S-4Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** November 12, 2014**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director *[Signature]*
Utilities Department**SUBJECT:** Second Amendment No. A-7734 to Agreement between the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard**RECOMMENDATION**

That City Council approve joining the Encroachment Protection Agreement and authorize the Mayor to execute a Second Amendment with the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard (Agreement No. A-7734).

DISCUSSION

As part of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the City is pursuing acquiring property adjacent to the Advanced Water Purification Facility (AWPF) on Hueneme Road. The property would be used for facilities including: finished water storage, parking, storm water treatment, and wetland restoration, which complement efforts by the Nature Conservancy and the California Coastal Conservancy to restore wetlands at Ormond Beach. The property could also be used as another entrance to the wetlands which has been referred to as Gateway Park. These uses are compatible with the United States Department of the Navy (Navy) encroachment buffer program which purchases restrictive use easements to prevent incompatible land development near Naval Base Ventura County Point Mugu. This program could potentially be used to help purchase property for the GREAT Program and Gateway Park.

The Encroachment Protection Agreement between the Navy, The Nature Conservancy, and The Trust for Public Land was executed on September 30, 2011. In order for the Navy to buy Restrictive Use Easement rights from the City of Oxnard, the City will need to participate on this Encroachment Protection Second Amendment. The Encroachment Agreement defines the procedures for the purchase of easements by the Navy from the City as an encroachment protection partner. The agreement does not commit the Navy or City to any specific action, but allows for the pursuit of partnership opportunities.

Second Amendment A-7734 to Agreement between the United States Department of the Navy and the Nature Conservancy and the Trust for Public Land and the City of Oxnard
November 12, 2014
Page 2

The purpose of the proposed Second Amendment is to add the City of Oxnard, as a potential partner along with The Nature Conservancy and the Trust for Public Lands for future Encroachment Partnering projects for the identified areas outside of Naval Base Ventura County's installation boundaries.

FINANCIAL IMPACT

There are no financial impacts for this item.

JD:jd

Attachment #1 - Second Amendment to Agreement No. A-7734
#2 - First Amendment to Agreement No. A-7734
#3 - Original Agreement No. A-7734

Agreement No. A-7734

**MODIFICATION TWO (2) TO
ENCROACHMENT PROTECTION AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**

AND

AND THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

EXECUTED JULY 25, 2012

1. This Modification Two (2) modifies the agreement as follows:

In accordance with Article V, Section 504(b) titled "Successors and Assigns", the Parties agree to the addition of the City of Oxnard, California, a political subdivision of the State of California, as a partner to this agreement. The Parties further agree that all other parts of the agreement remain unchanged.

Executed this _____ day of _____, 2014

FOR THE DEPARTMENT OF THE NAVY

By:

Greg Magnuson
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
San Diego, California

Executed this _____ day of _____, 2014

FOR THE NATURE CONSERVANCY

By: _____
Lily Verdone, Project Director

Executed this _____ day of _____, 2014

FOR THE TRUST FOR PUBLIC LANDS

By:

Sam Hodder, California State Director

Executed this _____ day of _____, 2014

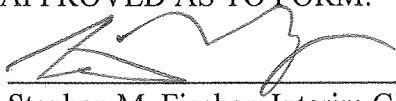
FOR THE CITY OF OXNARD, CALIFORNIA

By: _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

Amendment 1 – July 2012

PROJECT FILE
COPY - K&S
SIGNATURE
ORIGINAL

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ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement ("**Agreement**") between The United States of America, acting by and through The Department of the Navy ("**Navy**"), The Nature Conservancy ("**TNC**"), and The Trust for Public Land ("**TPL**"), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest ("**NBVC**") in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment "A" (map) and "B" (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy's contribution of funds for the above-stated purpose. Attachments "A" and "B" are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, "**10 U.S.C. §2684a**") provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) ("**Easement**") (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment "B" to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as "**Conservation Entities**," and each individually as a "**Conservation Entity**."

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a "**Property Interest**" or collectively "**Property Interests**") within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the "**Transacting Conservation Entity**").

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "**Property**" or collectively the "**Properties**") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement;

2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest;

3. All funds required for acquisition of a particular Property Interest shall be available;

4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and;

5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("Due Diligence Period"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a. as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

l. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or; (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("Phase I") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208**Sharing of Due Diligence Materials**

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any. preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II**ARTICLE III – FUNDING****Section 301****Funding Limitation**

a. The Navy will obligate funds in the amount of approximately \$ \$4,650,000 (four million six hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302**Limitation on the Availability of Navy Funds for Obligation**

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303**Prohibitions on Interest Payments by Federal Agency**

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or; (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder;
- b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56); and.

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act . (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

Executed this 25th day of July, 2011

FOR THE NAVY

BY: Karen P. Ringel
Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 12th day of July, 2011

FOR THE NATURE CONSERVANCY

BY: 

Lily Verdone, Project Director

Executed this 9th day of July, 2011

FOR THE TRUST FOR PUBLIC LAND

BY: 

Sam Hodder, California State Director

END - ARTICLE VIII

ATTACHMENT "B"

The Parties acknowledge that with the prior mutual agreement of the Parties, the following form may be modified on a transaction specific basis to comply with the requirements of third party funding sources and to account for activities not contemplated in this form (for example, agricultural uses or existing structures) that may not conflict with the operations of the Installation and the Conservation Values.

Recording requested by and when recorded mail to:

United States of America
Commanding Officer
Naval Facilities Engineering Command SW
1220 Pacific Highway, Real Estate Division
San Diego, CA 92132-5190

Exempt from Recording Fee
(Government Code § 6103)
Exempt from Documentary
Transfer Tax (Rev. & Taxation
Code § 11922)

GRANT OF RESTRICTIVE USE EASEMENT

THIS GRANT OF EASEMENT ("Restrictive Use Easement"), made this ____ day of _____, 20____ by and between [INSERT NAME OF CONSERVATION ENTITY] , having an address at _____, hereinafter referred to as "Grantor" and the United States of America, acting by and through the Department of the Navy, NAVFAC Southwest, Naval Facilities Engineering Command, hereinafter referred to as the "Grantee", in accordance with the terms and conditions set forth herein. The nature or purpose of the Restrictive Use Easement and the extent of the restrictions on the Property (as defined below) are as described in the following provisions:

WITNESSETH:

WHEREAS, the Grantee, and the Grantor have cooperated and provided financial and other resources for the purpose of acquiring an interest in certain real property in County, CA., more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Grantee operates the Naval Base Ventura County (NBVC) on and that overlies land adjacent to or in the vicinity of the Property; and

WHEREAS, Grantee and Grantor have entered into an agreement pursuant to 10 U.S.C. Section 2684a to acquire property interests that would prevent uses incompatible with the mission of the Naval Base Ventura County, California

("Installation") and otherwise meets the mutual objectives of the Grantee, and Grantor; and

WHEREAS, the Grantee, pursuant to its agreement with Grantor is to be conveyed a Restrictive Use Easement that limits development or use of the Property to uses or activities which are compatible with the mission of the Installation; and

WHEREAS, it is recognized that the Property has important ecological resources with significant conservation values, which include, but are not limited to, wildlife and plant resources, as well as scenic and open space values ("**Conservation Values**"); and

WHEREAS, the protection of the Conservation Values on this Property is consistent with and advantageous to the mission of the Installation; and

WHEREAS, Grantee has requested a Restrictive Use Easement in order to limit development or use of property in the vicinity of the Installation that would otherwise be incompatible with its mission.

NOW THEREFORE, in consideration of the sum of \$_____ and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a Restrictive Use Easement in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Restrictive Use Easement to restrict the improvement, development, and use of the Property that would otherwise be incompatible with the mission of the Installation.
2. Rights of Grantee. To accomplish the purpose of this Restrictive Use Easement, the following rights are conveyed to by this Restrictive Use Easement:
 - a. Enforcement of Prohibitions. To prohibit any development or use of the Property as specified below.
 - b. Right of Entry. To enter upon the Property at reasonable times and places for the purpose of exercising and enforcing the rights set forth herein or at any time upon an event of non-compliance with the terms of this Restrictive Use Easement to enforce the terms of this Restrictive Use Easement; the Grantee will provide at least ten (10) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in monitoring Grantor's compliance.
3. Restricted Uses and Development Rights. The following activities and uses are expressly prohibited:

a. Human Habitation. The Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, tents, etc. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; that may encourage human use that is more than transient; that may encourage people to leave trash behind, requiring maintenance or that may invite nuisance animals or insects; including but not limited to picnic tables, trash cans, tent platforms;

b. Lighting. All lighting equipment, including floodlights and searchlights, and all protective lighting, such as streetlights, shall have positive optical control so that no direct light is emitted above the horizontal plane of the light fixture.

c. Construction. New construction of any structure or edifice, including but not limited to buildings, antennas, towers, power or telephone wires and any other additions to, or alterations of the Property are prohibited except for those improvements or alterations reasonably related to the allowed uses of the Property (including the rebuilding of structures after loss or damage by casualty) defined within paragraphs 3 or 4 herein. Grantor shall provide Grantee written notice of its intention to undertake any construction, together with information on its size, function, capacity and location, not less than ninety days (90) prior to the commencement thereto in accordance with paragraph 5 below.

d. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that the sale of mitigation credits, the sale of subdivided portions of the Property as compensatory mitigation or a lease of a portion of the Property for an authorized use under this Restrictive Use Easement, are allowed if such actions do not adversely affect, limit, or restrict any rights or interests of the United States of America under this Restrictive Easement. All authorized uses of the Property shall not result in significant soil degradation or significant pollution or degradation of any surface or subsurface waters; and all uses and activities shall be consistent with applicable laws and shall be exercised so as to prevent or minimize damage to the natural resources on the Property.

e. Discharge; Dumping. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of above-ground or underground storage tanks.

4. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property that are not expressly prohibited herein and to the extent such rights are consistent with the purpose and terms of this Restrictive Use Easement, including, but not limited to:

a. Right to Transfer. Subject to paragraph 3(d), transfer the Property to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal.

b. Conservation Activities. Uses of the Property for wildlife habitat preservation, restoration, management; education, controlling predatory and problem animals by the use of selective control techniques and research that are consistent with the military training mission and primary functions of the installation in accomplishing its mission. The natural condition existing on the Property as of the date of this Restrictive Use Easement is deemed consistent with the military training mission and primary functions of the installation in accomplishing its mission.

c. Recreation. Passive Recreation and Silviculture.

i. "Passive recreation" means public recreational activities including, but not limited to, hiking, horseback riding, bicycle riding and bird watching that require minimal or no improvements to the Property. However, construction of new trails and staging areas, including related amenities, such as restrooms, and rehabilitation of existing trails and roads is permitted on the Property.

ii. "Silviculture" means all exploitation of the Property's natural forest or timber resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), firewood cutting, mechanical and chemical site preparation, reforestation, harvesting of brushy growth to use for decorative purposes and all other activities associated therewith provided such uses are not inconsistent with the restrictions contained in this paragraph.

d. Forest Management. Managing and harvesting of all forests on the Property consistent with California State Forestry Department Guidelines, as they may be amended from time to time.

e. Fire Prevention. Thinning flammable vegetation on the Property as directed by the local fire agency that serves the Property.

f. Fences. Construction of fencing reasonably necessary for the permitted uses hereunder.

g. Signs. Erection and maintenance of a sign or other appropriate marker in a prominent location on the Property, at a location agreeable to Grantee and Grantor, visible from a public road, providing information indicating the Property is owned by Grantor. Grantor shall determine the wording of the sign or marker. Grantor shall be responsible for the costs of erecting and maintaining any such sign or marker.

h. Mitigation. Operation of a mitigation or conservation bank and the sale of conservation or mitigation credits, over all or a portion of the Property, to parties who desire to compensate for the environmental impacts of their activities or who wish to fund land conservation efforts, or the sale of all or portions of the Property as compensatory mitigation by means other than the operation of a conservation or mitigation bank.

i. Retention Ponds. In the event Grantor is required by State or local law to establish retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property, Grantor shall create such storm water impoundments on the Property so as not to be enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or an operational hazard, the Grantor, upon the request of the Grantee, shall remove the improvements to the extent required to ameliorate the training or operational hazard created. Such removal work shall be at the sole cost of the Grantor.

5. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, including any new improvement authorized in 3.c above. Grantor will notify Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantor and Grantee to make an informed judgment as to its consistency with the purpose of this Restrictive Use Easement.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the restrictions on the use of the Property included herein. If approval or disapproval is not communicated in writing to Grantor and/or Owner within such 90 day period, approval is deemed granted.

c. Enforcement and Remedies. Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restrictive Use Easement. The current and subsequent owners of the Property agree to provide and execute any instruments appropriate or necessary to enforcing this Restrictive Use Easement. In the event of breach by Grantor of any terms, conditions, or obligations created by this Restrictive Use Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be

necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame, or extension of time if granted by the Grantee, the Grantee may:

- a. take necessary actions to correct the non-compliance and upon request by Grantee. Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance; and/or,
- b. institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. institute suit to enjoin any breach or enforce any term by injunction. The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Restrictive Use Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property, except as such costs or liabilities shall have resulted from the acts of Grantee or Grantee's agents or contractors.

8. Noise and Other Effects of Air Operations. Except as provided below, Grantor does hereby waive, remise, and release any right or cause of action which Grantor or their successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by military training exercises on the Installation or operation of aircraft from or for purposes of the Installation. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. As used herein, the term "aircraft" shall mean any and all types of aircraft, to include, but is not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated. Notwithstanding anything in the foregoing to the contrary, Grantor does not waive, remise or release Grantee from any right or cause of action which Grantor or their successors and assigns, may have due to or arising from the negligence or willful misconduct of Grantee, any violation of Federal law, any violation of Federal regulations, or any release or threatened release of hazardous materials.

9. Acts Beyond Grantor's Control. Notwithstanding anything herein to the contrary, the terms of this Restrictive Use Easement are not intended and shall not be deemed to obligate Grantor to prevent or stop, or restore, correct or

otherwise remediate or incur costs arising from any injury or damage caused by third parties (excluding third parties who are agents or contractors acting for or under control of the Grantor and within the scope of their engagement with Grantor) using the Property in a manner prohibited by the terms of this Restrictive Use Easement, or any other acts or events beyond Grantor's control. However, if Grantee discovers and provides Grantor with notice of any third party use or activity on the Property that is prohibited by the terms of this Restrictive Use Easement, Grantor shall use reasonable efforts to stop or prevent any such use of the Property; provided that in no event shall the foregoing require Grantor to pursue litigation, or undertake policing activities on the Property.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Restrictive Use Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least 60 days prior to the date of transfer.

11. Severability. If any provision of this Restrictive Use Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restrictive Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. Restrictive Use Easement Runs with the Land. The covenants, terms, conditions, and restrictions of this Restrictive Use Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Property.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the conveyance of a Restrictive Use Easement in the Property, and supersedes all prior discussions, negotiations, understandings or agreements relating to this Restrictive Use Easement, all of which are merged herein.

14. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To GRANTOR: INSERT NAME ADDRESS
AND TELEPHONE NUMBER

To GRANTEE: Naval Facilities Engineering Command
Southwest 1220 Pacific Highway
San Diego, CA 92132-5190

or to such other address as either party may designate by written notice to the other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

FOR (GRANTOR)

Signed: _____

Print Name: _____

Title: _____

Date: _____

INSERT STANDARD NOTARY LANGUAGE

IN WITNESS WHEREOF, Grantee hereby accepts this Restrictive Use Easement.

ACCEPTED FOR NAVY:

KAREN P. RINGEL
Real Estate Contracting Officer

Date:

UNITED STATES OF AMERICA, Department of the Navy
Command: Naval Facilities Engineering Command, Southwest

NOTARY
State of California, County of _____

On _____ 2008, before me, _____ a Notary Public in
and for said County and State, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name (s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

)

Exhibit "A" to Restrictive Use Easement
Property Description
[Legal description to be attached]

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

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ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement ("**Agreement**") between The United States of America, acting by and through The Department of the Navy ("**Navy**"), The Nature Conservancy ("**TNC**"), and The Trust for Public Land ("**TPL**"), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest ("**NBVC**") in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment "A" (map) and "B" (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy's contribution of funds for the above-stated purpose. Attachments "A" and "B" are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, "**10 U.S.C. §2684a**") provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) ("**Easement**") (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment "B" to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as "**Conservation Entities**," and each individually as a "**Conservation Entity**."

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a "**Property Interest**" or collectively "**Property Interests**") within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the "**Transacting Conservation Entity**").

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "Property" or collectively the "Properties") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law:

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement;

2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest;

3. All funds required for acquisition of a particular Property Interest shall be available;

4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and;

5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("**Due Diligence Period**"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

1. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or; (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("Phase I") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208 Sharing of Due Diligence Materials

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any, preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II

ARTICLE III – FUNDING

Section 301 Funding Limitation

a. The Navy will obligate funds in the amount of approximately \$3,150,000 (three million one hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302 Limitation on the Availability of Navy Funds for Obligation

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303 Prohibitions on Interest Payments by Federal Agency

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or; (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder;

b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act. (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

Executed this 30 day of September, 2011

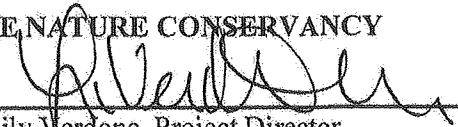
FOR THE NAVY

BY:


Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 7 day of September, 2011

FOR THE NATURE CONSERVANCY

BY: 

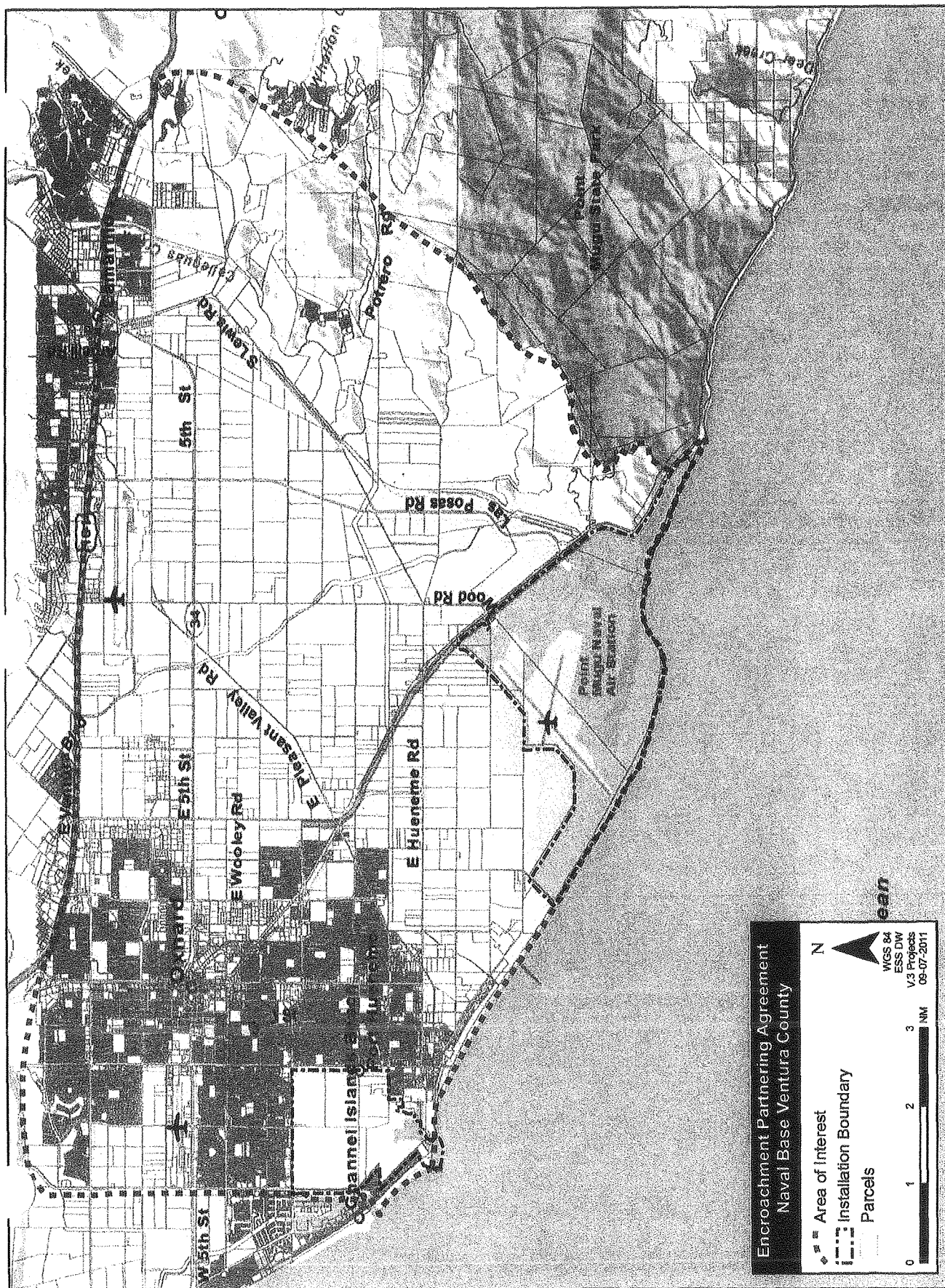
Lily Verdone, Project Director

Executed this 12th day of September, 2011

FOR THE TRUST FOR PUBLIC LAND

BY: Sam Hodder
Sam Hodder, California State Director

END - ARTICLE VIII



Attachment A

ATTACHMENT "B"

The Parties acknowledge that with the prior mutual agreement of the Parties, the following form may be modified on a transaction specific basis to comply with the requirements of third party funding sources and to account for activities not contemplated in this form (for example, agricultural uses or existing structures) that may not conflict with the operations of the Installation and the Conservation Values.

Recording requested by and when recorded mail to:

United States of America
Commanding Officer
Naval Facilities Engineering Command SW
1220 Pacific Highway, Real Estate Division
San Diego, CA 92132-5190

Exempt from Recording Fee
(Government Code § 6103)
Exempt from Documentary
Transfer Tax (Rev. & Taxation
Code § 11922)

GRANT OF RESTRICTIVE USE EASEMENT

THIS GRANT OF EASEMENT ("Restrictive Use Easement"), made this ____ day of _____, 20__ by and between [INSERT NAME OF CONSERVATION ENTITY] , having an address at _____, hereinafter referred to as "**Grantor**" and the United States of America, acting by and through the Department of the Navy, NAVFAC Southwest, Naval Facilities Engineering Command, hereinafter referred to as the "**Grantee**", in accordance with the terms and conditions set forth herein. The nature or purpose of the Restrictive Use Easement and the extent of the restrictions on the Property (as defined below) are as described in the following provisions:

WITNESSETH:

WHEREAS, the Grantee, and the Grantor have cooperated and provided financial and other resources for the purpose of acquiring an interest in certain real property in County, CA., more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the Grantee operates the Naval Base Ventura County (NBVC) on and that overlies land adjacent to or in the vicinity of the Property; and

WHEREAS, Grantee and Grantor have entered into an agreement pursuant to 10 U.S.C. Section 2684a to acquire property interests that would prevent uses incompatible with the mission of the Naval Base Ventura County, California

("Installation") and otherwise meets the mutual objectives of the Grantee, and Grantor; and

WHEREAS, the Grantee, pursuant to its agreement with Grantor is to be conveyed a Restrictive Use Easement that limits development or use of the Property to uses or activities which are compatible with the mission of the Installation; and

WHEREAS, it is recognized that the Property has important ecological resources with significant conservation values, which include, but are not limited to, wildlife and plant resources, as well as scenic and open space values ("**Conservation Values**"); and

WHEREAS, the protection of the Conservation Values on this Property is consistent with and advantageous to the mission of the Installation; and

WHEREAS, Grantee has requested a Restrictive Use Easement in order to limit development or use of property in the vicinity of the Installation that would otherwise be incompatible with its mission.

NOW THEREFORE, in consideration of the sum of \$_____ and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a Restrictive Use Easement in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Restrictive Use Easement to restrict the improvement, development, and use of the Property that would otherwise be incompatible with the mission of the Installation.
2. Rights of Grantee. To accomplish the purpose of this Restrictive Use Easement, the following rights are conveyed to by this Restrictive Use Easement:
 - a. Enforcement of Prohibitions. To prohibit any development or use of the Property as specified below.
 - b. Right of Entry. To enter upon the Property at reasonable times and places for the purpose of exercising and enforcing the rights set forth herein or at any time upon an event of non-compliance with the terms of this Restrictive Use Easement to enforce the terms of this Restrictive Use Easement; the Grantee will provide at least ten (10) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in monitoring Grantor's compliance.
3. Restricted Uses and Development Rights. The following activities and uses are expressly prohibited:

a. Human Habitation. The Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, tents, etc. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; that may encourage human use that is more than transient; that may encourage people to leave trash behind, requiring maintenance or that may invite nuisance animals or insects; including but not limited to picnic tables, trash cans, tent platforms;

b. Lighting. All lighting equipment, including floodlights and searchlights, and all protective lighting, such as streetlights, shall have positive optical control so that no direct light is emitted above the horizontal plane of the light fixture.

c. Construction. New construction of any structure or edifice, including but not limited to buildings, antennas, towers, power or telephone wires and any other additions to, or alterations of the Property are prohibited except for those improvements or alterations reasonably related to the allowed uses of the Property (including the rebuilding of structures after loss or damage by casualty) defined within paragraphs 3 or 4 herein. Grantor shall provide Grantee written notice of its intention to undertake any construction, together with information on its size, function, capacity and location, not less than ninety days (90) prior to the commencement thereto in accordance with paragraph 5 below.

d. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that the sale of mitigation credits, the sale of subdivided portions of the Property as compensatory mitigation or a lease of a portion of the Property for an authorized use under this Restrictive Use Easement, are allowed if such actions do not adversely affect, limit, or restrict any rights or interests of the United States of America under this Restrictive Easement. All authorized uses of the Property shall not result in significant soil degradation or significant pollution or degradation of any surface or subsurface waters; and all uses and activities shall be consistent with applicable laws and shall be exercised so as to prevent or minimize damage to the natural resources on the Property.

e. Discharge; Dumping. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of above-ground or underground storage tanks.

4. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property that are not expressly prohibited herein and to the extent such rights are consistent with the purpose and terms of this Restrictive Use Easement, including, but not limited to:

a. Right to Transfer. Subject to paragraph 3(d), transfer the Property to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal.

b. Conservation Activities. Uses of the Property for wildlife habitat preservation, restoration, management; education, controlling predatory and problem animals by the use of selective control techniques and research that are consistent with the military training mission and primary functions of the installation in accomplishing its mission. The natural condition existing on the Property as of the date of this Restrictive Use Easement is deemed consistent with the military training mission and primary functions of the installation in accomplishing its mission.

c. Recreation. Passive Recreation and Silviculture.

i. "Passive recreation" means public recreational activities including, but not limited to, hiking, horseback riding, bicycle riding and bird watching that require minimal or no improvements to the Property. However, construction of new trails and staging areas, including related amenities, such as restrooms, and rehabilitation of existing trails and roads is permitted on the Property.

ii. "Silviculture" means all exploitation of the Property's natural forest or timber resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), firewood cutting, mechanical and chemical site preparation, reforestation, harvesting of brushy growth to use for decorative purposes and all other activities associated therewith provided such uses are not inconsistent with the restrictions contained in this paragraph.

d. Forest Management. Managing and harvesting of all forests on the Property consistent with California State Forestry Department Guidelines, as they may be amended from time to time.

e. Fire Prevention. Thinning flammable vegetation on the Property as directed by the local fire agency that serves the Property.

f. Fences. Construction of fencing reasonably necessary for the permitted uses hereunder.

g. Signs. Erection and maintenance of a sign or other appropriate marker in a prominent location on the Property, at a location agreeable to Grantee and Grantor, visible from a public road, providing information indicating the Property is owned by Grantor. Grantor shall determine the wording of the sign or marker. Grantor shall be responsible for the costs of erecting and maintaining any such sign or marker.

h. Mitigation. Operation of a mitigation or conservation bank and the sale of conservation or mitigation credits, over all or a portion of the Property, to parties who desire to compensate for the environmental impacts of their activities or who wish to fund land conservation efforts, or the sale of all or portions of the Property as compensatory mitigation by means other than the operation of a conservation or mitigation bank.

i. Retention Ponds. In the event Grantor is required by State or local law to establish retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property, Grantor shall create such storm water impoundments on the Property so as not to be enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or an operational hazard, the Grantor, upon the request of the Grantee, shall remove the improvements to the extent required to ameliorate the training or operational hazard created. Such removal work shall be at the sole cost of the Grantor.

5. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, including any new improvement authorized in 3.c above. Grantor will notify Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantor and Grantee to make an informed judgment as to its consistency with the purpose of this Restrictive Use Easement.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the restrictions on the use of the Property included herein. If approval or disapproval is not communicated in writing to Grantor and/or Owner within such 90 day period, approval is deemed granted.

6. Enforcement and Remedies. Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restrictive Use Easement. The current and subsequent owners of the Property agree to provide and execute any instruments appropriate or necessary to enforcing this Restrictive Use Easement. In the event of breach by Grantor of any terms, conditions, or obligations created by this Restrictive Use Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be

necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame, or extension of time if granted by the Grantee, the Grantee may:

- a. take necessary actions to correct the non-compliance and upon request by Grantee. Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance; and/or,
- b. institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. institute suit to enjoin any breach or enforce any term by injunction. The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Restrictive Use Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property, except as such costs or liabilities shall have resulted from the acts of Grantee or Grantee's agents or contractors.

8. Noise and Other Effects of Air Operations. Except as provided below, Grantor does hereby waive, remise, and release any right or cause of action which Grantor or their successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by military training exercises on the Installation or operation of aircraft from or for purposes of the Installation. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. As used herein, the term "aircraft" shall mean any and all types of aircraft, to include, but is not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated. Notwithstanding anything in the foregoing to the contrary, Grantor does not waive, remise or release Grantee from any right or cause of action which Grantor or their successors and assigns, may have due to or arising from the negligence or willful misconduct of Grantee, any violation of Federal law, any violation of Federal regulations, or any release or threatened release of hazardous materials.

9. Acts Beyond Grantor's Control. Notwithstanding anything herein to the contrary, the terms of this Restrictive Use Easement are not intended and shall not be deemed to obligate Grantor to prevent or stop, or restore, correct or

otherwise remediate or incur costs arising from any injury or damage caused by third parties (excluding third parties who are agents or contractors acting for or under control of the Grantor and within the scope of their engagement with Grantor) using the Property in a manner prohibited by the terms of this Restrictive Use Easement, or any other acts or events beyond Grantor's control. However, if Grantee discovers and provides Grantor with notice of any third party use or activity on the Property that is prohibited by the terms of this Restrictive Use Easement, Grantor shall use reasonable efforts to stop or prevent any such use of the Property; provided that in no event shall the foregoing require Grantor to pursue litigation, or undertake policing activities on the Property.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Restrictive Use Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least 60 days prior to the date of transfer.

11. Severability. If any provision of this Restrictive Use Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restrictive Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. Restrictive Use Easement Runs with the Land. The covenants, terms, conditions, and restrictions of this Restrictive Use Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Property.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the conveyance of a Restrictive Use Easement in the Property, and supersedes all prior discussions, negotiations, understandings or agreements relating to this Restrictive Use Easement, all of which are merged herein.

14. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To GRANTOR: INSERT NAME ADDRESS
AND TELEPHONE NUMBER

To GRANTEE: Naval Facilities Engineering Command
Southwest 1220 Pacific Highway
San Diego, CA 92132-5190

or to such other address as either party may designate by written notice to the other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

FOR (GRANTOR)

Signed: _____

Print Name: _____

Title: _____

Date: _____

INSERT STANDARD NOTARY LANGUAGE

IN WITNESS WHEREOF, Grantee hereby accepts this Restrictive Use Easement.

ACCEPTED FOR NAVY:

KAREN P. RINGEL
Real Estate Contracting Officer

Date:

UNITED STATES OF AMERICA, Department of the Navy
Command: Naval Facilities Engineering Command, Southwest

NOTARY
State of California, County of _____

On _____ 2008, before me, _____ a Notary Public in
and for said County and State, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name (s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Exhibit "A" to Restrictive Use Easement
Property Description
[Legal description to be attached]