Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street
April 13, 2021
Regular Meeting - 8:30 PM to 10:00 PM
(TEMPORARY MEETING TIME CHANGE)

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

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

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

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

1. City Clerk Department

   SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the January 12, 2021 regular meeting as presented.

   Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department

   SUBJECT: First Amendment to Solenis LLC Agreement 8172-17-PW for Supply and Delivery of Polymer. (0/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 8172-17-PW with Solenis, LLC, in the amount of $450,000 for a new not to exceed amount of $1,462,000 and to extend the term to June 30, 2023 for supply and delivery of cationic polymer to the Oxnard Wastewater Treatment Plant.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GZcC0Ms7T2c

   Contact: Craig Beck, (805) 385-8055

2. Public Works Department

   SUBJECT: Sixth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District. (0/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District in the amount of $105,124.00 for a total not-to-exceed amount of $723,867.91 and to extend the term to June 30, 2022 for monitoring and reporting of the closed Santa Clara Landfill.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oLbdqoF2uR0

   Contact: Craig Beck, (805) 385-8055

3. Public Works Department

   SUBJECT: Agreement A-8305 with California Wood Recycling, Inc. dba Agromin, for Organic Waste Recycling Services at Agromin Facilities. (0/5/5)

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8305 with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $4,200,000 for a three year term through June 24, 2024 to provide organic waste recycling services for the City of Oxnard at permitted Agromin facilities.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8wrV9Og9yxc

   Contact: Craig Beck, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8320 with Good Guard Security Services for Unarmed Security Patrol Services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant and the Advanced Water Purification Facility. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8320 with Good Guard Security Services in the amount not to exceed $777,600 for a three year term through June 30, 2024 for unarmed security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/57Py3YWkbrA

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: Award Agreement A-8321 to Carollo Engineers, Inc. for Consulting Services for Water and Recycled Water Distribution Process Support. (0/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8321 with Carollo Engineers, Inc. in the amount not to exceed $450,000 for a three-year term ending May 3, 2024 for consulting services for water and recycled water distribution process support.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/w1olbr6l6jg

Contact: Craig Beck, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement A-8280 with Waste Management of California, Inc. for Solid Waste Disposal. (0/10/20)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Approve Addendum No. 6 to the Simi Valley Landfill and Recycling Center Expansion Project Final Environmental Impact Report: and
2. Approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for an estimated value of $53,210,723 for a five (5) year term from May 5, 2021 to May 4, 2026 for solid waste disposal at the Simi Valley Landfill.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0neG2IUanwg

Contact: Craig Beck, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS COMMITTEE
Regular Meeting
JANUARY 12, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:33 p.m., Chair Bert Perello called to order the regular meeting of the Oxnard City Council Public Works Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bert Perello and Member Vianey Lopez were present via videoconference. Member John Zaragoza was present in person.

Staff members present were Paul Earley, Assistant City Attorney; Alex Nguyen, City Manager; and Rose Chaparro, City Clerk.
Staff members that participated via videoconference were Rosemarie Gaglione, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Juanita Guzman, Administrative Services Manager; Todd Housely, Grant Dunne, Jan Hauser, Luis Ortega, Jeri Cooper, and Adam Smith.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received by Pat Brown and Gabriel Teran.

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

   RECOMMENDATION: That the Public Works Committee approve the minutes of the December 8, 2020 regular meeting as presented.

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

D. REPORTS

1. Public Works Department

   SUBJECT: Approval of Fourth Amendment with NBS Government Finance Group for Assessment District Consulting Services.

   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council authorize the City Manager to:

   1. Execute the Fourth Amendment to Agreement No. A-7950 with NBS

DRAFT

Government Finance Group (NBS) in the amount of $113,000 for a total not-to-exceed amount of $1,123,765.42 to provide construction costs reimbursement and consulting services for Community Facilities District No. 2018-01 (Wagon Wheel); and

2. Approve a budget appropriation to recognize the developer's fund deposits and expenditures for $113,000 from the Wagon Wheel Community Facility District 2018-01 fund.

Rosemarie Gaglione, Public Works Director, gave a report. No public comments were received. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Lopez, to continue this item to a future meeting date. VOTE: Perello, Lopez, and Zaragoza voted in favor; the motion carried 3-0.

2. Public Works Department

SUBJECT: Agreement with Waste Management of California, Inc. for Solid Waste Disposal.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five year term from February 2, 2021 through February 1, 2026 for solid waste disposal at the Simi Valley Landfill from the Del Norte Regional Recycling and Transfer Station.

Rosemarie Gaglione, Public Works Director, gave a report. Public comments were received by Chris Theisen, Robert N. Kwong, Tina Rivera, Richard Jones, and Michael Castro. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Lopez, to continue this item to a future meeting date. VOTE: Perello, Lopez, and Zaragoza voted in favor; the motion carried 3-0.

3. Public Works Department

SUBJECT: Solenis LLC, Purchase Order for Supply and Delivery of Anionic Polymer.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Purchase Order with Solenis LLC, in the amount not to exceed $450,000 for a three-year term ending June 30, 2024, for supply and delivery of anionic polymer to the Oxnard Wastewater Treatment Plant.

Rosemarie Gaglione, Public Works Director, gave a report. No public comments were received. Discussion ensued among the Committee and staff.

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

DRAFT

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:00 p.m.

ROSE CHAPARRO City Clerk	BERT PERELLO Chair

DRAFT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: First Amendment to Solenis LLC Agreement 8172-17-PW for Supply and Delivery of Polymer. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 8172-17-PW with Solenis, LLC, in the amount of $450,000 for a new not to exceed amount of $1,462,000 and to extend the term to June 30, 2023 for supply and delivery of cationic polymer to the Oxnard Wastewater Treatment Plant.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/GZcC0Ms7T2c

BACKGROUND

On September 26, 2017, the Purchasing Department, on behalf of the Wastewater Division, issued solicitation PW 18-19 for the supply and delivery of cationic polymer (polymer) to the Oxnard Wastewater Treatment Plant (OWTP). The solicitation was sent to ten (10) vendors, advertised on Vida Newspaper and posted on the City's website with a bid closure date of November 29, 2017.

The bid process included primary bench testing, full scale testing and final bid by qualified vendors. In order for a bid to be eligible for consideration, each bidder must have satisfactorily completed a polymer performance test for each polymer they intended on bidding. Performance testing consisted of a primary bench test and a secondary full scale test that was closely monitored by City staff. Only those bidders who successfully met the City's parameters outlined in the primary bench test were allowed to advance to the full scale testing.

A total of three (3) vendors qualified to participate in the full scale test. Based on the final testing results, Solenis' proprietary polymer formula was determined to be the only product that met the City's minimum requirements.

On March 6, 2018, Council approved Agreement 8172-17-PW with Solenis LLC, for supply and delivery of Praestol K144L-371220 Polymer for an amount not to exceed $1,012,000 and a term date of June 30, 2021.

DISCUSSION

The Oxnard Wastewater Treatment Plant (OWTP) provides primary and secondary wastewater treatment. As a result of the wastewater treatment process, solids are generated, which are the organic material remnants after wastewater is treated. The OWTP currently produces approximately 80 wet tons of solids per day. Solids are collected at the OWTP's primary clarifiers and secondary sedimentation tanks where they are processed by digesters. Digested solids are then dewatered using belt filter presses, loaded onto trailers, and transported to a disposal site by a third party contractor, where the City is charged based on trailer tonnage.

During the treatment process, polymer is applied to thicken solids and significantly aid the dewatering process. Solenis' proprietary blend polymer ensures maximum dewatering of solids. Amendment of agreement 8172-17-PW will allow for continued delivery of polymer and efficient dewatering of solids.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The cost for this two (2) year amendment with Solenis LLC, is $450,000. Funds for the next two (2) fiscal years will be requested from the Wastewater Treatment Operating Fund 621 (Account 621-6202-843-8106) during the annual budget process.

Cationic Polymer Spending Plan		
FY 2021-22	FY 2022-23	TOTAL
$225,000	$225,000	$450,000

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. 8172-17-PW Solenis First Amendment
2. 8172-17-PW Solenis Original Agreement
3. Presentation

Agreement No. 8172-17-PW

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Solenis, LLC ("Vendor"). This First Amendment amends the Agreement entered into on March 6, 2018, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the agreement shall end on "June 30, 2021" is hereby amended to : "June 30, 2023"

2. In Section 4 of the Agreement, the amount not to exceed of "$1,012,000" is hereby amended to : "1,462,000"

3. The reference to Exhibit B "Supply and Delivery of Polymer" everywhere it is listed in the Agreement is hereby amended to the Exhibit B "Supply and Delivery of Polymer FY 2022-23" and is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/16/21
Stephen M. Fischer, City Attorney (always required) Date

SOLENIS, LLC.

Stephen S. Jose
_____ March 15, 2021
Steve Jose, Commercial Director[2] Date

_____ March 15, 2021
Jason Burhans, Pricing Manager Date

1

2

EXHIBIT B

SUPPLY & DELIVERY OF POLYMER FY 2022-2023

CHEMICAL DESCRIPTION & PRICE

Polymer Type	July 1- 2021-June 30, 2022 Price per lb.	July 1- 2022-June 30, 2023 Price per lb.
PRAESTOL K144L - 371220	$1.185/lb	$1.30/lb.

Note: Polymer to be delivered in bulk shipments and subject to all items and conditions set forth in Bid No.PW 18-19.

Agreement No. 8172-17-PW

AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/17)

THIS AGREEMENT FOR TRADE SERVICES (**"Agreement"**) is entered into in Ventura County, California, this 6th day of March, 2018, by and between the City of Oxnard (**"City"**) and Solenis LLC (**"Vendor"**), subject to the following terms and conditions:

1. Vendor shall provide to City the following services, including providing all labor, materials and equipment therefor: Supply and delivery of Praestol K144L-371220 Polymer to the City of Oxnard Wastewater Treatment Plant (the **"Services"**) as set forth in Exhibit B, attached hereto and incorporated herein by reference.

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below on an on-call basis according to the specifications and requirements shown in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on March 6th, 2018, and shall end on June 30, 2021. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed $1,012,000 for the Services performed during the term of this Agreement. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than $15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all

COUNCIL APPROVED
3/6/2018 24(i)
DATE

urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

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

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

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

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

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

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

12. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

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

14. Any notices to Vendor may be delivered personally or by mail addressed to: Suzanne Brown, 3 Beaver Valley Road, Suite 500, Wilmington, DE 19803. Any notices to City

may be delivered personally or by mail addressed to: David Lutz, Wastewater Operations Manager, City of Oxnard Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

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

16. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

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

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 3/6/18

■ Tim Flynn, Mayor — Date
(if agreement is $250,000.01 or more)
☐ Scott Whitney, Interim City Manager
(if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent
(if agreement is up to $25,000.00)

ATTEST:

3/7/18

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

APPROVED AS TO FORM:

2/7/18

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

APPROVED AS TO CONTENT:

1/22/18

David Lutz, Project Manager — Date
(required for any agreement amount)

1/21/18

Thien Ng — Date
~~Interim Public Works Director~~ Assistant Public Works Director
(if agreement is $25,000.01 or more)

2-21-18

Rosemarie Gaglione, — Date
Public Works Director

APPROVED AS TO AMOUNT:

3/6/18

Scott Whitney, Interim City Manager — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

2/22/18

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

SOLENIS LLC

Ed Connors, Senior Vice President — Date

Gary Wulard, Pricing Director — Date

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

Jesus Nava, Assistant City Manager

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

CITY OF OXNARD

_____ _____

■ Tim Flynn, Mayor — Date
(if agreement is $250,000.01 or more)
☐ Scott Whitney, Interim City Manager
(if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent
(if agreement is up to $25,000.00)

ATTEST:

_____ _____

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

APPROVED AS TO FORM:

_____ _____

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

APPROVED AS TO CONTENT:

_____ _____

David Lutz, Project Manager — Date
(required for any agreement amount)

_____ _____

Thien Ng — Date
Interim Public Works Director
(if agreement is $25,000.01 or more)

_____ _____

Rosemarie Gaglione, — Date
Public Works Director

APPROVED AS TO AMOUNT:

_____ _____

Scott Whitney, Interim City Manager — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

_____ _____

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

SOLENIS LLC

Ed Connors, Senior Vice President — Date 2/16/18

Gary Woulard, Pricing Director — Date 2/16/18

The City requires the following for any contract:

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

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

PLEASE DO NOT REMOVE THIS BOX

EXHIBIT A

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than $15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

Agreement No. 8172-17-PW

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

EXHIBIT B

SUPPLY & DELIVERY OF POLYMER

CHEMICAL DESCRIPTION & PRICE

Polymer Type	Price per lb.
PRAESTOL K144L - 371220	$1.15/lb.

Note: Polymer to be delivered in bulk shipments and subject to all items and conditions set forth in Bid No. PW18-19.

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

3.

City of Oxnard
Insurance Compliance
Reference No. 8172-17-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-1.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. 8172-17-PW

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

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

Name: _____

Address:_

_____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** *With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty* (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

FIRST AMENDMENT TO SOLENIS LLC AGREEMENT FOR SUPPLY AND DELIVERY OF POLYMER

Public Works and Transportation Committee
April 13, 2021

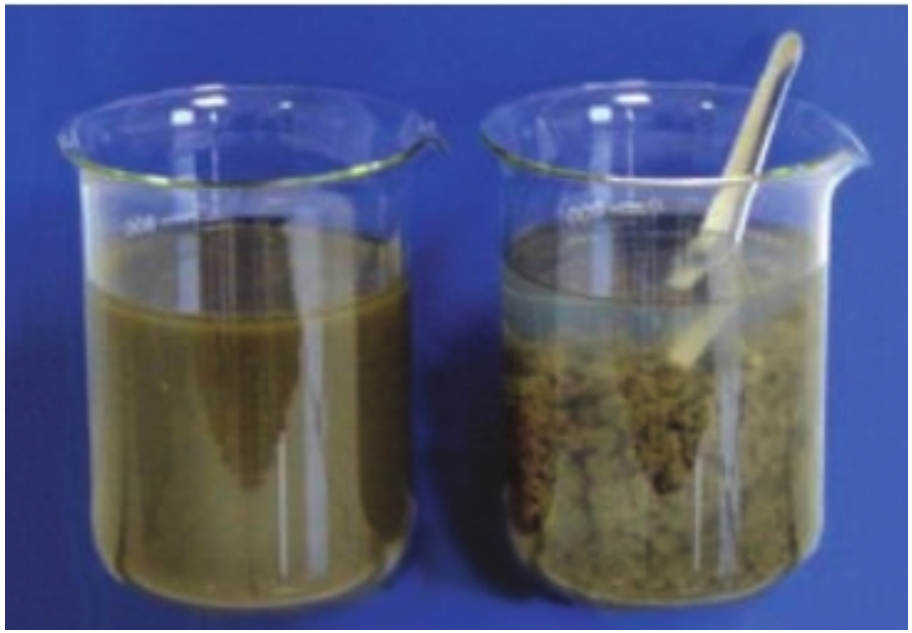
Jan Hauser
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 8172-17-PW with Solenis, LLC, in the amount of $450,000 for a new not to exceed amount of $1,462,000 and to extend the term to June 30, 2023 for supply and delivery of cationic polymer to the Oxnard Wastewater Treatment Plant.

- Polymers are long chain organic molecules often used to improve treatment
- When applied to digested wastewater solids, polymer molecules allow for water to be more easily removed



BACKGROUND

- September 26, 2017: Purchasing Department released solicitation PW18-19 for supply and delivery of cationic polymer
- Bidding process included primary bench testing and full scale testing
- 3 vendors participated in the final full scale test
- Solenis' polymer was the sole formula to meet City's minimum requirements
- March 6, 2018: City Council approved an agreement with Solenis LLC for supply and delivery of cationic polymer

DISCUSSION

- As part of the wastewater treatment process, solids are separated from water
- Separated solids are thickened, digested, and dewatered prior to disposal
- Polymer enhances the solids treatment process
- The Oxnard Wastewater Treatment Plant produces approximately 80 wet tons of biosolids per day
- Biosolids are hauled away by a third party contractor

BACKGROUND

Digesters

Polymer storage container

Belt Filter Press

Biosolids hauling trailer

FINANCIAL IMPACT

- The cost for this two (2) year amendment with Solenis LLC, is $450,000 through June 30, 2023
- There are available budget appropriations in Fiscal Year 2020-21 from the Wastewater Fund (621)
- Remaining balances will be requested in subsequent fiscal year budgets

Cationic Polymer Spending Plan		
FY 2021-22	FY 2022-23	TOTAL
$225,000	$225,000	$450,000

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Sixth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District in the amount of $105,124.00 for a total not-to-exceed amount of $723,867.91 and to extend the term to June 30, 2022 for monitoring and reporting of the closed Santa Clara Landfill.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/oLbdqoF2uR0

BACKGROUND

Ventura Regional Sanitation District (VRSD) has managed the Santa Clara Landfill since its closure and the building of the City's River Ridge Golf Course. On May 15, 2002, City Council approved the lease (Lease Agreement) from VRSD of two (2) parcels of real property, including a landfill parcel for the purpose of constructing and maintaining golf course facilities.

From 2002 to 2021, VRSD has been providing regulatory testing and reporting services to monitor the area's groundwater and gas emissions affected by the presence of decomposing refuse below the surface.

DISCUSSION

The current VRSD agreement expires June 30, 2021. The Public Works Department is requesting a Sixth Amendment to the Agreement to extend the term to June 30, 2022 and to increase the agreement value by $105,124.00 for a new not to exceed amount of $723,867.91. The services provided by VRSD are critical for the City to meet local, State and federal air and groundwater quality mandates.

On June 8, 2015, the City and VRSD entered into a new agreement, wherein VRSD agreed to continue to provide monitoring and reporting services as a requirement per the post closure agreement and lease agreement. The table below shows the history of the agreement and amendments.

AGREEMENT/ AMENDMENT	COUNCIL APPROVAL	VALUE AMOUNT	AMENDMENT AMOUNT	TOTAL AMOUNT	TERM
7167-15-CM	November 17, 2015	$75,050.91	$0	$75,050.91	June 30, 2016
First Amendment	April 11, 2017	$75,050.91	$129,457.00	$204,507.91	June 30, 2017
Second Amendment	January 23, 2018	$204,507.91	$113,721.00	$318,228.91	June 30, 2018
Third Amendment	March 5, 2019	$318,228.91	$99,987.00	$418,215.91	June 30, 2019
Fourth Amendment	June 18, 2019	$418,215.91	$102,568.00	$520,783.91	June 30, 2020
Fifth Amendment	June 30, 2020	$520,783.91	$97,960.00	$618,743.91	June 30, 2021
*Sixth Amendment**	*May 4, 2021*	*$618,743.91*	*$105,124.00*	*$723,867.91*	*June 30, 2022*

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The cost for this Amendment with VRSD is $105,124.00 for FY 2021-22 with a total not to exceed amount of $723,867.91. These funds will be included in the FY 2021-22 recommended budget in the Golf Course Operations Fund 651 (account 651-6402-842.82-09).

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Sixth Amendment VRSD
2. VRSD 7167-15-CM Original - 5th Amendment
3. Presentation

VRSD Contract No. 15-0127
City of Oxnard Agreement No. 7167-15-CM

SIXTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

This Sixth Amendment ("Sixth Amendment") to the Consulting Services Agreement related to landfill gas monitoring and reporting at the closed Santa Clara Landfill, which is owned by the City of Oxnard, ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). This Sixth Amendment amends the Agreement entered into on June 8, 2015, by City and Consultant. The Agreement previously has been amended on April 11, 2017, by a First Amendment, on November 2, 2018, by a Second Amendment, on March 5, 2019, by a Third Amendment, on May 16, 2019 by a Fourth Amendment, and on June 30, 2020 by a Fifth Amendment

City and Consultant agree to this Sixth Agreement as follows:

1. The following language shall replace the original provisions in the Agreement as previously modified by Paragraph 2 of the Second Amendment:

"8. <u>Time for Performance</u>

The Services to be performed under this Agreement shall be completed by June 30, 2022. City agrees to amend the time for performance or termination date whenever the Consultant is delayed by action or inaction of the City or other reasonable cause and Consultant promptly notifies Manager of such delay or need for additional time to complete performance under the terms and conditions of the Agreement, as amended."

2. The following language shall replace the original provision of Section 12 in the Agreement, as previously modified by the Second Agreement:

"12. <u>Term of Agreement</u>

This Agreement shall begin on July 1, 2015 and expire on June 30, 2022."

3. The following language shall replace the original provision of Section 14.a in the Agreement, as previously modified by the Second Agreement

"14. <u>Compensation</u>

a. City agrees to pay Consultant a total compensation amount not to exceed $723,867.91 for the Services rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference"

4. As so amended, all other terms and conditions of the Agreement remain in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

VENTURA REGIONAL SANITATION DISTRICT

_____ _____
Jim Friedman, Chairperson of the Board Date

_____
Juliet Rodriguez Clerk of the Board Date

APPROVED AS TO FORM:

_____ _____
Robert N. Kwong District General Counsel Arnold LaRochelle Mathews VanConas & Zirbel, LLP Date

1

EXHIBIT B-5

AMENDMENT NO. 6 TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget	$99,987.00
FY20 Proposed Customer Budget	$102,568.00
FY21 Proposed Customer Budget	$97,960.00
FY22 Proposed Customer Budget	$105,124.00
	$723,867.91

(See FY22 detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY22 PROPOSED CUSTOMER BUDGET

Project Number		Account			Quantity	Cost/Price	Extension
411500	***City of Oxnard [River Ridge]- EPG***						
51010	Wages - Regular		Account Total---	$31,028			
		51010	Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$128	$8,448
		51010	Engineer LFG Perimeter Probe & Structure Monitoring		12	$139	$1,668
		51010	Engineering Technician LFG Surface Monitoring & Reporting		4	$128	$512
		51010	Engineering Technician LFG Surface Monitoring & Reporting		40	$128	$5,120
		51010	Engineer Gas Collection System and Flare Operation &		16	$139	$2,224
		51010	Engineering Technician Gas Collection System and Flare Operation &		6	$128	$768
		51010	Engineering Technician Gas Collection System Monitoring		96	$128	$12,288
52079	Environmental Consultants		Account Total---	$32,175			
		52079	Landfill Surface Emission Monitoring		2	$3,850	$7,700
		52079	Semiannual GW Monitoring Events & Reports		2	$8,625	$17,250
		52079	Gas Flare Source Test		2	$2,200	$4,400
		52079	Semiannual Flare Assessment		2	$1,137	$2,273
		52079	Quarterly LFG Sampling		4	$138	$552
52150	Permits, Licenses and Fees		Account Total---	$3,048			
		52150	VCAPCD		1	$1,725	$1,725
		52150	Misc Permits		1	$690	$690
		52150	SWRQCB Permit		1	$633	$633
52155	Lab Services and Supplies		Account Total---	$20,700			
		52155	Semiannual GW Analytical Lab Services		2	$10,350	$20,700
52185	Operating Supplies		Account Total---	$8,878			
		52185	Flare Maintenance & Repair Supplies		2	$4,025	$8,050
		52185	Calibration Gas (Oxygen & Methane)		2	$207	$414
		52185	Calibration Gas (Zero Air & Methane)		2	$207	$414

52186	Other Operating Services		Account Total---	$700			
		52186	Maintain City's Air Compressor (Quarterly)		4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197	Electricity		12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220	Manlift		2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$3,798			
		60594	GEM Gas Monitor		4	$342	$1,368
		60594	Mule - Portable Vehicle		4	$420	$1,680
		60594	Misc Supplies/Hardware		2	$375	$750
60598	Fund Transfer Out-FLEET		Account Total---	$1,770			
		60598	Mileage - LFG Perimeter Probe & Structure		480	$2	$720
		60598	Mileage - LFG Surface Monitoring & Reporting		200	$2	$300
		60598	Mileage - Gas Coll Sys Monitoring		500	$2	$750

Project 411500 Total--- $105,127

Total for this report--- $105,127

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

AMENDMENT NO. 5
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FIFTH AMENDMENT ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, gas collection system and flare operations and maintenance, and gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment); and

F. On May 16, 2019, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Fourth Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-5.

G. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as

COUNCIL APPROVED
6/30/2020 K9
DATE

previously modified Paragraph 2 of the Second Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2021. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall be added at the end of Section 10 (Permits, Licenses, Certificates) in the Agreement:

"The Parties agree that Consultant shall be responsible for no more than twenty-five percent (25%) of the annual permit fee charged by the State Water Resources Control Board to the City. City may request the Consultant, by invoice, to pay its 25% share of the State Water Resources Control Board annual permit fee for the closed Santa Clara and Coastal Landfills. The Consultant shall have thirty (30) business days from the receipt of such invoice to remit payment to the City."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015 and expire on June 30, 2021."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $618,743.91 for the Services at rates provided in **Exhibit B-5** attached hereto and incorporated herein by this reference."

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

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IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By Bert E Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Juliet Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

Chris Theisen
By Chris Theisen (May 7, 2020)
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/30/20
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion 6/30/2020
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By
STEPHEN FISCHER
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By Bert E Perello
BERT PERELLO
Chairman of the Board

ATTEST:

By Juliet Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By_____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By Tim Flynn 6/30/20
TIM FLYNN
Mayor

ATTEST:

By Michelle Ascencion 6/30/20
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By Stephen Fischer
STEPHEN FISCHER
City Attorney

EXHIBIT B-5

AMENDMENT NO. 5 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget	$99,987.00
FY20 Proposed Customer Budget	$102,568.00
FY21 Proposed Customer Budget	$97,960.00
	$618,743.91

(See FY21 detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY21 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular		Account Total--- $26,352			
		51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$107	$7,062
		51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	$131	$1,572
		51010 Engineering Technician LFG Surface Monitoring & Reporting		4	$107	$428
		51010 Engineering Technician LFG Surface Monitoring & Reporting		40	$107	$4,280
		51010 Engineer Gas Collection System and Flare Operation &		16	$131	$2,096
		51010 Engineering Technician Gas Collection System and Flare Operation &		6	$107	$642
		51010 Engineering Technician Gas Collection System Monitoring		96	$107	$10,272
52079	Environmental Consultants		Account Total--- $32,175			
		52079 Landfill Surface Emission Monitoring		2	$3,850	$7,700
		52079 Semiannual GW Monitoring Events & Reports		2	$8,625	$17,250
		52079 Gas Flare Source Test		2	$2,200	$4,400
		52079 Semiannual Flare Assessment		2	$1,137	$2,273
		52079 Quarterly LFG Sampling		4	$138	$552
52150	Permits, Licenses and Fees		Account Total--- $2,415			
		52150 VCAPCD		1	$1,725	$1,725
		52150 SWRCB		1	$690	$690
52155	Lab Services and Supplies		Account Total--- $20,700			
		52155 Semiannual GW Analytical Lab Services		2	$10,350	$20,700
52185	Operating Supplies		Account Total--- $8,878			
		52185 Flare Maintenance & Repair Supplies		2	$4,025	$8,050
		52185 Calibration Gas (Oxygen & Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air & Methane)		2	$207	$414

52186	Other Operating Services		Account Total---	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total---	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total---	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total---	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total---	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500

Project 411500 Total--- $97,960

Total for this report--- $97,960

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: Bert E Perella Date: 5-7-20
Approval to Start Project

EXHIBIT D-5

AMENDMENT NO. 4
TO
CITY OF OXNARD AGREEMENT NO. 7167-15-CM
AND
VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of June, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.* ("Consultant"). Together, City and Consultant shall be referred to herein as "Parties."

RECITALS

A. On June 8, 2015, City and Consultant entered into the Agreement, which was designated by the City as Agreement No. 7167-15-CM and by the Consultant as VRSD Contract No. 15-027.

B. In this Agreement, Consultant agreed to provide consulting services (which include but is not limited to landfill gas perimeter probe monitoring and reporting, landfill gas surface monitoring and reporting, storm water monitoring and reporting, landfill gas collection system and flare operations and maintenance, and landfill gas collection system monitoring) to the City for the closed Santa Clara Landfill, which is located on a parcel owned by the City; and

C. On April 11, 2017, City and Consultant agreed to amend the Agreement to update and modify certain provisions (First Amendment); and

D. On November 2, 2018, City and Consultant agreed to amend the Agreement to renew and extend the Agreement for one year and add additional compensation to Consultant (Second Amendment); and

E. On March 5, 2019, City and Consultant agreed to amend the Agreement to review and extend the Agreement for one year and add additional compensation to Consultant (Third Amendment), and the Agreement, as amended, is attached and incorporated herein by reference as Exhibit D-4.

F. The Parties acknowledge and agree that the Agreement should be renewed and extended for another twelve (12) months and that additional compensation to Consultant should be added for this twelve-month extension, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, the Parties agree as follows:

1. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the Second Amendment:

COUNCIL APPROVED
6-18-2019 H-8
DATE

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2020. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2020."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $520,783.91 for the Services at rates provided in **Exhibit B-4** attached hereto and incorporated herein by this reference."

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

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT ("Consultant")

By _____
KEVIN KILDEE
Chairman of the Board

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

CITY OF OXNARD ("City")

By _____ 6/18/19
TIM FLYNN
Mayor

ATTEST:

By _____
MICHELLE ASCENCION, CMC
City Clerk

APPROVED AS TO FORM:

By _____
STEPHEN FISCHER
City Attorney

EXHIBIT B-4

AMENDMENT NO. 4 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget	$99,987.00
FY20 Proposed Customer Budget	$102,568.00
	$520,783.91

(See FY20 detail on the following pages.)

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY20 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular		Account Total--- $30,960			
		51010	Senior Engineering Technician LFG Perimeter Probe & Structure Monitoring	66	$130	$8,580
		51010	Engineer LFG Perimeter Probe & Structure Monitoring	12	$130	$1,560
		51010	Engineering Technician LFG Surface Monitoring & Reporting	4	$106	$424
		51010	Senior Engineering Technician LFG Surface Monitoring & Reporting	40	$130	$5,200
		51010	Engineer Gas Collection System and Flare Operation &	16	$130	$2,080
		51010	Engineering Technician Gas Collection System and Flare Operation &	6	$106	$636
		51010	Senior Engineering Technician Gas Collection System Monitoring	96	$130	$12,480
52079	Environmental Consultants		Account Total--- $32,175			
		52079	Landfill Surface Emission Monitoring	2	$3,850	$7,700
		52079	Semiannual GW Monitoring Events & Reports	2	$8,625	$17,250
		52079	Gas Flare Source Test	2	$2,200	$4,400
		52079	Semiannual Flare Assessment	2	$1,137	$2,273
		52079	Quarterly LFG Sampling	4	$138	$552
52150	Permits, Licenses and Fees		Account Total--- $2,415			
		52150	APCD	1	$1,725	$1,725
		52150	State Water RCB	1	$690	$690
52155	Lab Services and Supplies		Account Total--- $20,700			
		52155	Semiannual GW Analytical Lab Services	2	$10,350	$20,700
52185	Operating Supplies		Account Total--- $8,878			
		52185	Flare Maintenance & Repair Supplies	2	$4,025	$8,050
		52185	Calibration Gas (Oxygen & Methane)	2	$207	$414
		52185	Calibration Gas (Zero Air & Methane)	2	$207	$414

52186	Other Operating Services		Account Total—	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total—	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total—	$102,568			
			Total for this report—	$102,568			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

2. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified by the Second Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2019."

3. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified by the Second Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $418,215.91 for the Services at rates provided in Exhibit B-3 attached hereto and incorporated herein by this reference."

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

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EXHIBIT B-3

AMENDMENT NO. 3 TO

CITY OF OXNARD AGREEMENT NO. 7167-15-CM

AND

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 15-027

Summary

FY16 Proposed Customer Budget	$75,050.91
FY17 Proposed Customer Budget	$129,457.00
FY18 Proposed Customer Budget	$113,721.00
FY19 Proposed Customer Budget (12 mos.)	$99,987.00
	$418,215.91

(See detail on the following pages.)

52186	Other Operating Services		Account Total—	$700			
		52186 Maintain City's Air Compressor (Quarterly)			4	$175	$700
52197	Utilities		Account Total—	$2,880			
		52197 Electricity			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Manlift			2	$75	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			2	$250	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500

Project 411500 Total— $99,987

Total for this report— $99,987

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52197	Utilities		Account Total—	$2,880			
		52197 Electricity			1	$2,880	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Man Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,180			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500
			Project 411500 Total—	$113,721			
			Total for this report—	$113,721			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

52185	Operating Supplies		Account Total—	$11,828			
		52185 Calibration Gas (Oxygen + Methane)			2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)			2	$207	$414
		52185 Flare Maintenance & Repair Supplies			1	$11,000	$11,000
52186	Other Operating Services		Account Total—	$700			
		52186 Maintain City's Air Compressor			4	$175	$700
52197	Utilities		Account Total—	$2,880			
		52197 Electricity Billing			12	$240	$2,880
52220	Equipment Rental/Lease		Account Total—	$150			
		52220 Man-Lift for Gas Flare Source Test			1	$150	$150
60594	Fund Transfer Out-EQUIPMENT		Account Total—	$2,530			
		60594 GEM Gas Monitor			12	$76	$910
		60594 Mule - Portable Vehicle			4	$280	$1,120
		60594 Misc Supplies/Hardware			1	$500	$500
60598	Fund Transfer Out-FLEET		Account Total—	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure			480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting			200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting			200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring			500	$1	$500

Project 411500 Total— $129,457

Total for this report— $129,457

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

$1,200.00							$25	x	1.00	$300.00
										$9,815.00
Mileage $750.00										
Subtotal										
	Gas Collection System and Flare Operation & Maintenance	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $8,870.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00			$ 3,168.00	
	Superviso GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 155.00			$ 1,760.00	
	Audit with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00			$ 642.00	
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum		$ 11,000.00	
Outside Contracted Services $7,333.34	Semi-annual flare measurement (1/3 rd cost + 10%)	Contractor		1			Lump sum		$ 2,733.34	
	Quarterly Landfill Gas Analysis (1/3 rd cost + 10%)	Contractor		4			4	$ 150.00	$600.00	
	Gas flare source test. = 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,700.00	$ 1,700.00	
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,558.20	$ 2,558.20	
Equipment rental $150.00	Kalamazoo City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Only	$ 175.00	$ 700.00	
	Rent-Vit for gas flare source test	Equipment		1			1	$ 150.00	$ 150.00	
Utility $7,950.00	Electricity billing	SCE utility		12				$ 200.00	$ 2,400.00	
							100	$ 7.00	$700.00	
										$29,750.54
Mileage $325.00										
Subtotal										
	Gas Collection System Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost	
Labor $8,782.00	Well field balancing (monthly)	Engineering Technician	2	22	36	$ 102.00			$ 3,672.00	
							400	$ 1.00	$400.00	
										$12,317.00
Mileage $400.00										
Subtotal										$76,000.00
Grand Total										

2. The following language shall replace the original provisions of Section 8 in the Agreement, as previously modified Paragraph 2 of the First Amendment:

"8. Time for Performance

The Services performed under this Agreement shall be completed by June 30, 2018. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays."

3. The following language shall replace the original provisions of Section 12 in the Agreement, as previously modified Paragraph 6 of the First Amendment:

"12. Term of Agreement

This Agreement shall begin on July 1, 2015, and expire on June 30, 2018."

4. The following language shall replace the original provisions of Section 14.a. in the Agreement, as previously modified Paragraph 7 of the First Amendment:

"14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $318,228.91 for the Services at rates provided in **Exhibit B-2** attached hereto and incorporated herein by this reference."

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

Exhibit A-2
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports. Retain Title V and CCR 17 records.

4. Prepare AB32 / CCR 17 Reports. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

5. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations. This work was not started in FY2017, as originally planned. This work will be completed in FY2019/2020.

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY18 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
411500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular		Account Total— $34,058			
		51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		66	$109	$7,194
		51010 Engineering Technician LFG Surface Monitoring & Reporting		4	$109	$436
		51010 Senior SW Equipment Operator Gas Collection System and Flare Operation &		32	$106	$3,392
		51010 Engineer Gas Collection System and Flare Operation &		16	$118	$1,888
		51010 Engineering Technician Gas Collection System and Flare Operation &		6	$109	$654
		51010 Engineering Technician Gas Collection System Monitoring		96	$109	$10,464
		51010 Engineer LFG Perimeter Probe & Structure Monitoring		12	$118	$1,416
		51010 Engineer LFG Surface Monitoring & Reporting		73	$118	$8,614
52079	Environmental Consultants		Account Total— $34,173			
		52079 Landfill Surface Gas Emissions Monitoring		1	$7,700	$7,700
		52079 Semi Annual GW Monitoring Events & Reports		2	$9,900	$19,800
		52079 Semi Annual Flare Assessment		1	$2,273	$2,273
		52079 Gas Flare Source Test		1	$4,400	$4,400
52150	Permits, Licenses and Fees		Account Total— $920			
		52150 Permits, Licenses, and Fees		1	$920	$920
52155	Lab Services and Supplies		Account Total— $25,302			
		52155 Semi Annual GW Monitoring Analytical Lab Svcs		2	$12,375	$24,750
		52155 Quarterly LFG Sampling		4	$138	$552
52185	Operating Supplies		Account Total— $12,528			
		52185 Calibration Gas (Oxygen & Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air & Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
		52185 Maintain City's Air Compressor		4	$175	$700

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CA 93003-0704
805.658.4679

FY17 PROPOSED CUSTOMER BUDGET

Project Number		Account		Quantity	Cost/Price	Extension
11500 *City of Oxnard [River Ridge]- EPG*						
51010	Wages - Regular	Account Total—	$40,395			
		51010 Engineering Technician LFG Perimeter Probe & Structure Monitoring		78	$107	$8,346
		51010 Engineering Technician LFG Surface Monitoring & Reporting		77	$107	$8,239
		51010 Engineering Technician Stormwater Monitoring & Reporting		64	$107	$6,848
		51010 Senior Solid Waste Equipment Gas Collection System and Flare Operation &		32	$104	$3,328
		51010 Senior Engineering Technician Gas Collection System and Flare Operation &		16	$116	$1,856
		51010 Engineering Technician Gas Collection System and Flare Operation &		6	$107	$642
		51010 Senior Engineering Technician Gas Collection System Monitoring		96	$116	$11,136
52079	Environmental Consultants	Account Total—	$38,660			
		52079 (RES) Landfill Surface Emission Monitoring		1	$7,700	$7,700
		52079 (OEM) Semi-Annual Flare Assessment		1	$2,273	$2,273
		52079 Gas Flare Source Test		1	$4,400	$4,400
		52079 Annual Flare Destruction Efficiency Test		1	$2,686	$2,686
		52079 Semi-Annual GW Monitoring Events & Reports		2	$9,900	$19,800
		52079 Contractor Lab Costs for 4 Samples		4	$450	$1,800
52080	Other Professional Services	Account Total—	$4,000			
		52080 Methane Detectors Factory Service, Equip, &		1	$4,000	$4,000
52150	Permits, Licenses and Fees	Account Total—	$920			
		52150 APCD Permit Fee		1	$920	$920
52155	Lab Services and Supplies	Account Total—	$26,015			
		52155 Laboratory Fees		4	$178	$713
		52155 Quarterly Landfill Gas Analytical		4	$138	$552
		52155 GW Monitoring Analytical Lab Svcs for 2 Events		2	$12,375	$24,750

FY 18 budget

		Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost	Total Cost
	Landfill Gas Perimeter Probe and Structure Monitoring								
	Monitoring								
Labor $12,[illegible]	Landfill Gas Perimeter Probe Monitoring	Environmental Resource Analyst	4	12	48	$ 107.00			$5,136.00
	Calibrate Dispersed gas monitoring unit	Environmental Resource Analyst	1.0	12	12	$ 107.00			$1,284.00
	Calibrate tri gas monitoring unit	Environmental Resource Analyst	0.5	12	6	$ 107.00			$642.00
	Reporting								
	Prepare Monthly Report for EHD	Environmental Resource Analyst	1	12	12	$ 107.00			$1,284.00
Materials $414.00	Calibration Gas (propane + methane)						2	$ 207.00	$414.00
Equipment $2,[illegible]	GEM - Gas Monitor						12	$ 75.00	$900.00
	Rent - Portable Vehicle						4	$ 279.50	$1,118.00
	Misc. Supplies/Services						1	$ 500.00	$500.00
Mileage $[illegible]	Mileage						400	$ 1.00	$400.00
	Subtotal								$[illegible]
	Landfill Gas Surface Monitoring and Inspection								
	Monitoring								
Labor $[illegible]	Follow-up monitoring for leaks detected (contingency for any surface emissions exceedances)	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Reporting								
	Semi-Annual/Annual Title 5 Reports	Environmental Resource Analyst	10	2	20	$ 107.00			$2,140.00
	Annual Cover, Closure and Maintenance Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Grid Flow Inventory Report	Environmental Resource Analyst	3	1	3	$ 107.00			$321.00
	Annual Compliance Certification Report	Environmental Resource Analyst	7	1	7	$ 107.00			$749.00
	AB 32/ Title 17 Reporting	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	California Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Federal Electronic Greenhouse Gas Reporting	Environmental Resource Analyst	6	1	6	$ 107.00			$642.00
	Monthly Gas Collection for Report	Environmental Resource Analyst	2	12	24	$ 107.00			$2,568.00
Materials $[illegible]	Calibration Gas (methane + carbon)						2	$ 207.00	$414.00
Outside Contracted Services $[illegible]	KTS Inc. - Landfill Surface Emission Monitoring (base + $[illegible]) (Will be for FY 18/19 surface monitoring frequency but costs reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly)	Contractor		1			Lump sum	$ [illegible]	$ [illegible]
Fees $[illegible]	APCD Permit Fee (1/3 Gal)						1	$ [illegible]	$[illegible]
							10	$ 1.00	$10.00
Mileage $[illegible]									$[illegible]
	Subtotal								
	Stormwater Monitoring and Reporting								
	Monitoring								
Labor $[illegible]	Stormwater inspections	Environmental Resource Analyst	2	6	12	$ 107.00			$1,284.00
	Stormwater sampling - 3 sampling events (2015 SW regulations increase sampling to 4 events/year)	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	4-day storm inspections	Environmental Resource Analyst	1	4	4	$ 107.00			$428.00
	Contract Annual Site Inspection	Environmental Resource Analyst	4	1	4	$ 107.00			$428.00
	Plans and Reporting								
	Conduct Annual Certification and SWPP review	Environmental Resource Analyst	9	1	9	$ 107.00			$963.00
	Complete Annual Report	Environmental Resource Analyst	8	1	8	$ 107.00			$856.00
	Clean Water Pollution Prevention Plan (SWPP)	Environmental Resource Analyst	21	1	21	$ 107.00			$2,247.00
Outside Contracted Services	Laboratory Fees						4	$ 450.00	$1,800.00

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 23, 2018

Project/Program Manager: Thien Ng **Phone:** 271-2220

Reason for Appropriation:

Appropriates additional funds to cover FY18 landfill monitoring charges (PO#5677) per 2nd Amendment with Ventura Regional Sanitation District.

Accounts and Descriptions		AMOUNT
Fund: 101- General Fund		
Expenditures/Transfers Out		
101-1002-808.87-21	TRANSFERS - OUT / TSFR TO GOLF COURSE FD	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	(52,000)
Fund: 651- Golf Course Operating		
Revenues/ Transfers In		
651-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU	52,000
	Sub-total Revenues	52,000
Expenditures/Transfers Out		
651-6402-842.82-09	CONTRACTUAL SERVICES / SERVICES-OTHER PROF/CONT	52,000
	Sub-total Expenditures	52,000
	Net Change to Fund Balance	0
	Net Appropriation Change	52,000

Approvals

Department Director Thien Ng

Chief Financial Officer JW for BV

City Manager

COUNCIL APPROVED 1/23/2018 JS (a)
DATE

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

3. The following language shall replace the original provisions of Section 9 in the Agreement:

"9. Principal-in-Charge
Consultant hereby designates Matthew Baumgardner as its principal-in-charge and person responsible for necessary coordination with Manager."

4. The following language shall be added as a second paragraph to Section 10 (Permits, Licenses, Certificates) in the Agreement:

"Consultant's responsibility under this Agreement shall be subject to the terms and conditions of VRSD Contract No. 00-023-02 which is titled Amended and Restated Golf Course Lease and Landfill Postclosure Agreement By and Between Ventura Regional Sanitation District and City of Oxnard Dated May 21, 2002, is incorporated fully herein by this reference as **Exhibit C-1**. Parties agree that if any conflict arises between the terms and conditions of the Agreement, as amended, and the terms and conditions of Exhibit C-1 shall prevail and take precedence."

5. The following language shall be added as a third sentence to Section 11 (City's Responsibility) in the Agreement:

"City's responsibility under this Agreement shall be subject to the terms and conditions of **Exhibit C-1**."

6. The following language shall replace the original provisions of Section 12 in the Agreement:

"12. Term of Agreement
This Agreement shall begin on July 1, 2015, and expire on June 30, 2017."

7. The following language shall replace the original provisions of Section 14.a. in the Agreement:

"14. Compensation
a. City agrees to pay Consultant in an amount not to exceed $129,457 for the Services at rates provided in **Exhibit B-1** attached hereto and incorporated herein by this reference."

8. The following language shall replace the original provisions of Section 40(b) in the Agreement:

"b. Any notices to the City may be delivered personally or by mail addressed to the City of Oxnard, Public Works Department, 305 W. Third Street, Oxnard, California 93030, Attention: Badaoui Mouderres."

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

(signatures on following page)

Exhibit A-1
Scope of Services

Landfill Gas Perimeter Probe Monitoring and Reporting

1. Conduct monthly perimeter landfill gas probe monitoring as required by California Code of Regulations (CCR) Title 27. Submit monthly reports to the County of Ventura Environmental Health Division.

2. Monitor the 3 on-site landfill gas detection systems located at the Clubhouse and Maintenance Tent. Calibrate as required by the manufacturer. Respond to gas alarms as needed.

Landfill Gas Surface Monitoring and Reporting

1. Coordinate with 3rd party vendor (RES Environmental) to perform surface emissions monitoring (SEM) of the surface of the landfill on an annual basis for gas emissions in accordance with the requirements of Title V Federal Operating Permit and by CCR 17. (Effective FY15/16 surface monitoring frequency has been reduced from quarterly to annual. If monitoring results exceed regulatory limits, monitoring frequency and cost will return to quarterly.

   Any leaks detected will be remediated in consultation with the City as warranted depending on the source of the leak. This may require adjustments to the gas collection system or cover maintenance.

   Follow-up inspection will be conducted on a 10 day and 30 day schedule as required in the Title V Federal Operating Permit and by CCR 17.

2. Grab landfill gas sample and test gas for component gasses quarterly.

3. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports.

4. Prepare AB32 / CCR 17 Reports.

5. Prepare Annual California and Federal Electronic Greenhouse Gas Reporting (EGERT).

6. Retain Title V and CCR 17 records.

7. Pay the Air Pollution Control District Permit Fee for Coastal Flare. 1/3 the fee cost will be charged to the City.

4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.

5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.

6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.

2. Conduct quarterly sump pump maintenance.

3. Conduct LFG flare maintenance.

4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.

5. Coordinate annual gas flare source test.

6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

Well Abandonment

Outside costs and permit fees associated with abandoning two water supply wells originally provided to the City of Oxnard for operation of the golf course under lease agreement with VRSD. The City has not used or maintained these wells and VRSD has incurred fees for the wells from United Water Conservation District. The wells have been vandalized and the District believes it is necessary to have them properly abandoned since they are not being used for golf course operations.

52185	Operating Supplies	Account Total—	$11,828			
		52185 Calibration Gas (Oxygen + Methane)		2	$207	$414
		52185 Calibration Gas (Zero Air + Methane)		2	$207	$414
		52185 Flare Maintenance & Repair Supplies		1	$11,000	$11,000
52186	Other Operating Services	Account Total—	$700			
		52186 Maintain City's Air Compressor		4	$175	$700
52197	Utilities	Account Total—	$2,880			
		52197 Electricity Billing		12	$240	$2,880
52220	Equipment Rental/Lease	Account Total—	$150			
		52220 Man-Lift for Gas Flare Source Test		1	$150	$150
60594	Fund Transfer Out-EQUIPMENT	Account Total—	$2,530			
		60594 GEM Gas Monitor		12	$76	$910
		60594 Mule - Portable Vehicle		4	$280	$1,120
		60594 Misc Supplies/Hardware		1	$500	$500
60598	Fund Transfer Out-FLEET	Account Total—	$1,380			
		60598 Mileage - LFG Perimeter Probe & Structure		480	$1	$480
		60598 Mileage - LFG Surface Monitoring & Reporting		200	$1	$200
		60598 Mileage - Stormwater Monitoring & Reporting		200	$1	$200
		60598 Mileage - Gas Coll Sys Monitoring		500	$1	$500
		Project 411500 Total—	$129,457			
		Total for this report—	$129,457			

Customer Signature: _____ Date: _____
Approval to Start Project

VRSD Signature: _____ Date: _____
Approval to Start Project

EXHIBIT C-1

DATE: 5/21/02 AGENDA # I-1

VRSD CONTRACT NO: 00-023-02

AMENDED AND RESTATED
GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE
MAINTENANCE AGREEMENT
BY AND BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

DATED: May 21, **2002**

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AMENDED AND RESTATED
GOLF COURSE LEASE
AND LANDFILL
POSTCLOSURE MAINTENANCE AGREEMENT

THIS AMENDED AND RESTATED GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT ("this Lease Agreement") is made and entered into this 21st day of May, 2002, by and between the VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and the CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City"). The purpose of this Lease Agreement is to lease two parcels of real property, including a closed landfill parcel, to City so that City, at its sole expense, may design, permit, construct, and operate open space recreational uses on the property; to provide that City assume responsibility for maintaining the surface of the property and for expenses incurred by VRSD as a result of City's development and use of the property; to provide that VRSD retain responsibility for monitoring and maintaining specified subsurface maintenance facilities; and to provide consideration to VRSD and City in the form of additional covenants and agreements, with all of the above generally described provisions being more particularly described and established below. This Lease Agreement provides for a conveyance from a governmental agency to a governmental agency and is exempted by Government Code Section 66428(a)(2) from any requirement for a parcel map.

1. **DEFINITION OF TERMS**. As used in this Lease Agreement, the following terms have the meanings set forth below:

a. "Agreement for Waste Disposal" shall mean the Agreement for Waste Disposal at Toland Road Landfill between VRSD and City executed November 14, 2000, as it may be amended.

b. "Bailard Buffer Parcel" shall mean that certain real property owned by VRSD and located west of Victoria Avenue and east of the Bailard Landfill as more particularly described in Exhibit "B" and illustrated on Exhibit "A".

c. "Closure Plan" shall mean the Coastal Sanitary Landfill Final Closure Plan prepared by VRSD in September, 1991, and approved by the California Integrated Waste Management Board.

d. "Coastal Buffer Parcel" shall mean that certain real property owned by VRSD and located east of Victoria Avenue and west of the Coastal Landfill Parcel as more particularly described in Exhibit "C" and illustrated on Exhibit "A".

e. "Coastal Landfill Parcel" shall mean that certain real property owned by VRSD located west of the Santa Clara Landfill Parcel as more particularly described in Exhibit "D" and illustrated on Exhibit "A". "Coastal Landfill" shall mean the landfill located on the Coastal Landfill Parcel.

f. "Landfill Cover System" shall mean the landfill cover system constructed over the top of the closed Coastal Landfill as that system actually exists on the date of this Lease Agreement. The Landfill Cover System design is described and illustrated in the Closure Plan and represented in the as built closure plans prepared by VRSD for the Coastal Landfill. The actual dimensions of this system existing on the date of this Lease Agreement may vary from the design. VRSD makes no representation as to the dimensions or condition of the cover system as of the date of this Lease Agreement, because the cover system has changed due to differential settlement, erosion or other factors.

g. "Northwest Golf Course Community Specific Plan" or "Specific Plan" shall mean that Specific Plan approved by the City July, 1999.

h. "Northwest Golf Course Community Specific Plan EIR" or "Specific Plan EIR" shall mean that Final Environmental Report (State Clearinghouse No. 97031009) certified by City July, 1999.

i. "Postclosure Plan" shall mean the Coastal Sanitary Landfill Postclosure Maintenance Plan prepared by VRSD October, 1991, and approved by the California Integrated Waste Management Board.

j. "Premises" shall mean (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel.

k. "Santa Clara Landfill Parcel" shall mean that certain real property owned by City located east of the Coastal Landfill Parcel as illustrated on Exhibit "A".

l. "Specified Recreational Uses" shall mean open space recreational uses available to the public, with or without charge, as approved in writing by City and VRSD. Subject to the other terms of this Lease Agreement, the following recreational uses are deemed approved as Specified Recreational Uses: golfing, walking, jogging, bicycling, picnicking and/or outdoor athletic fields.

m. "Subsurface" shall mean the land lying below the top of the clay liner portion of the Landfill Cover System constructed on the Coastal Landfill Parcel.

n. "Subsurface Maintenance Facilities" shall mean landfill improvements whether located on top of or below the surface of the Coastal Landfill that directly relate to maintenance or mitigation of subsurface landfill conditions. Such facilities shall include all landfill gas collection and monitoring wells, all water quality monitoring wells, all landfill gas collection system piping, valves, and related equipment, the entire landfill gas flare system, all flare station landscaping growing inside the fence surrounding the flare station, all condensate collection tanks and any other improvement physically connected to subsurface landfill maintenance improvements. "Subsurface Maintenance Facilities" shall not mean any roads or drainage improvements.

o. "Surface" shall mean the land lying on top of the Coastal Landfill Parcel including the soil above the top of the clay liner portion of the Landfill Cover System. "Surface" shall not be interpreted to include "Subsurface" or "Subsurface Maintenance Facilities."

p. "Water and Wastewater Services Agreement" shall mean the Agreement for Water and Wastewater Services between VRSD and City executed November 14, 2000 as it may be amended.

2. **PREMISES**. Pursuant to the terms, conditions and covenants hereof, VRSD hereby leases to City, and City leases from VRSD the Premises. All references to the "Premises" shall be understood to include both (1) the surface of the Coastal Landfill Parcel, and (2) the Coastal Buffer Parcel unless only one of these parcels is expressly specified in any provision of this Lease Agreement.

3. **TERM**.

This Lease Agreement shall be deemed to have become effective and the term shall be deemed to have commenced on November 14, 2000, provided, however, that where this Lease Agreement makes specific provision for the date of commencement and/or termination of certain rights and/or responsibilities, those specified dates shall control the timing of the referenced rights and/or responsibilities. This Lease Agreement shall continue in effect until December 31, 2099, unless terminated earlier in accordance with the provisions below.

4. **RENT**.

a. **Base Rent**. Commencing on the date first stated above and continuing thereafter during the term of this Lease Agreement, on or before December 1 of each year, City shall pay VRSD One Dollar ($1) per year as the Base Rent.

b. **Other Consideration**. In addition to the Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising under this Lease Agreement, and City shall perform all of City's obligations arising under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement. City expressly acknowledges that VRSD would not have made this Lease Agreement unless City had agreed to the Agreement for Waste Disposal and the Water and Wastewater Services Agreement.

5. **USE OF PROPERTY**. During the term of this Lease Agreement, City shall use and occupy the Premises solely for Specified Recreational Uses subject to the terms and conditions herein. Any other use is prohibited. In conjunction with Specified Recreational Uses, City may construct lined lakes on the Coastal Buffer Parcel to provide for drainage of City's property used for Specified Recreational Uses and for irrigation of City's property used for Specified Recreational Uses. City shall not construct or allow the construction or placement of any buildings or permanent enclosed

structures on the Coastal Landfill Parcel. City shall not construct or allow the construction or placement of any building or permanent enclosed structure on the Coastal Buffer Parcel except for restrooms, snack shops with open air seating, unenclosed shelters, and a maintenance facility serving Specified Recreational Uses solely, provided such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas, and provided that such improvements are approved (including issuance of all required permits) by regulatory agencies which have jurisdiction to regulate construction of such improvements. City shall not disrupt or allow the disruption of the Landfill Cover System or any material lying within four feet of the waste buried in the Coastal Landfill Parcel without the express written approval of VRSD, CIWMB, RWQCB and other regulatory agencies which have jurisdiction to regulate the maintenance and improvements of the Landfill Cover System. Without limiting the foregoing, City agrees City shall not, under any circumstances, dig into, drill through or otherwise impair the compacted clay liner portion of the Landfill Cover System without all such required regulatory approval. City shall not permanently take any dirt or earthen material off either the Coastal Landfill Parcel or the Coastal Buffer Parcel; provided, however, that City may move dirt from the Coastal Buffer Parcel to the Coastal Landfill Parcel. Notwithstanding this Section 5 or any other provision of this Agreement, all rights granted by VRSD to City with respect to City's use and occupancy of the Premises are, and shall remain, fully subject to the rights of the Lessee under the Gas Lease (as such terms are defined in Section 10a of this Lease Agreement).

6. **CONDITION OF PREMISES.**

a. **Acceptance of Premises.** City hereby acknowledges that it has fully inspected the Premises, and all improvements thereon, and accepts the same in its present condition "as is." VRSD makes no guarantees, warranties or representations regarding the fitness of the Premises for development for Specified Recreational Uses or whether any of the activities contemplated hereunder can be undertaken without conflicting with or impairing any rights of the Lessee under the Gas Lease or causing VRSD to violate any of its covenants or obligations under the Gas Lease. City acknowledges that it will be relying solely on its own investigations, studies, and expert review concerning the condition of the Premises, its zoning and land use designation, its potential for development, and any and all environmental, hydrogeologic or geologic conditions.

b. **Landfill Impacts.** City further acknowledges that the Premises is located on or adjacent to a closed solid waste landfill and, as such, the Premises may be subject to certain conditions, including, but not limited to, significant differential settlement of the surface, venting of landfill gas through the surface, subsurface migration of landfill gas, chemicals, liquid substances and other compounds, contamination of groundwater beneath and adjacent to the landfill and all other environmental impacts associated with a closed landfill. Specifically, City acknowledges that the surface of the Coastal Landfill Parcel is settling at a non-uniform rate as the waste buried below the surface decomposes. Settlement of the surface can be expected to occur throughout the term of this Lease Agreement and this condition will require City to fill in cracks and voids and engage in constant maintenance of any and all paths, piping, utility conduits, fencing, landscaping, drainage features, golf course tees, fairways, greens, improvements for Specified Recreational Uses and other

improvements on the Coastal Landfill Parcel. City and VRSD agree that City shall carry out such responsibilities without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. City acknowledges that landfill gas, including methane gas and other hazardous gases, generated by the decomposing waste buried beneath the surface of the Coastal Landfill Parcel migrates laterally subsurface and also vents vertically through cracks in the surface of the ground. The generation of landfill gas and the migration and venting of this gas can be expected to occur throughout the term of this Lease Agreement. City further acknowledges that the Coastal Buffer Parcel may experience all of the impacts associated with the landfill and that the Coastal Buffer Parcel experiences episodes of significant flooding, including, but not limited to, drainage from the existing Victoria Avenue drainage ditch and the Patterson Drain, including occasions when the outlet to the Santa Clara River does not drain due to high water. City assumes and accepts all risks, losses, damages, and costs of these above referenced landfill impacts as they may affect the construction and operation of Specified Recreational Uses on the Premises, except for losses arising from any VRSD negligent act or omission; provided that in no event shall VRSD ever be liable for any consequential damage incurred by City because the Premises is not usable for Specified Recreational Uses.

7. **PERMITTING OF PREMISES.**

a. **CIWMB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Integrated Waste Management Board ("CIWMB") and its local enforcement agency ("LEA"), the Ventura County Environmental Health Department ("EHD"). The LEA and the CIWMB have approved the Closure Plan and the Postclosure Plan. City acknowledges that the Closure Plan and the Postclosure Plan must be revised before City can commence development of Specified Recreational Uses on the Coastal Landfill Parcel. City acknowledges that the CIWMB and the LEA must approve any revisions to the Closure Plan and Postclosure Plan and that CIWMB and LEA may order further revision to these plans during the term of this Lease Agreement. City further acknowledges that the State of California has enacted and will further enact laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

b. **RWQCB.** City acknowledges that the Coastal Landfill Parcel is subject to regulation by the California Regional Water Quality Control Board - Los Angeles Region ("RWQCB") and the California State Water Resources Control Board ("SWRCB"). City acknowledges that the RWQCB has issued Waste Discharge Requirements ("WDR's") and Groundwater Monitoring Requirements ("Water Quality Requirements") for the Coastal Landfill, the Santa Clara Landfill and the Bailard Landfill. City acknowledges that the RWQCB shall review and revise the WDR's and/or Water Quality Requirements before City shall commence development of Specified Recreational Uses. City acknowledges that RWQCB and/or SWRCB may modify the WDR's and/or Water Quality Requirements at any time during the term of this Lease Agreement.

c. **APCD**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Ventura County Air Pollution Control District ("APCD"). City acknowledges that APCD has adopted Rule 74.17 and Rule 74.17.1 and may adopt revisions to this rule or adopt new rules regulating air emissions from the Premises.

d. **EPA**. City acknowledges that the Coastal Landfill Parcel is subject to regulation by the Environmental Protection Agency and/or other regulatory agencies of the United States ("EPA"). City acknowledges that the United States has enacted the Resource Conservation and Recovery Act and other laws and regulations and will further enact new laws and regulations which may apply to City's use of the Coastal Landfill Parcel.

e. **Regulatory Compliance**. City acknowledges review of each of the above referenced Closure Plan, Postclosure Plan, WDR's, Water Quality Requirements and APCD Rule 74.17, and Rule 74.17.1. City acknowledges that the Coastal Landfill Parcel is subject to other regulatory requirements. City assumes responsibility for becoming fully informed of all the restrictions presented by such regulatory permits, rules, regulations and laws as they exist now or may exist in the future as they relate to City's use of the Premises. City agrees that to the extent its use of the Premises or adjacent City owned property causes a violation of any such permit, rule, regulation or law, City shall bear the full responsibility for correcting any such violation and City shall bear the full expense of any liability associated with any penalty, prosecution or remediation requirement associated with any such violation and that City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any such liability.

8. LANDFILL CLOSURE PLAN, LANDFILL POSTCLOSURE PLAN AND OTHER REGULATORY DOCUMENTS.

a. **City Reimbursement of VRSD**. VRSD and City acknowledge that the Closure Plan, Postclosure Plan and other regulatory documents must be revised and approved by the appropriate regulatory agencies in order to accommodate the development of Specified Recreational Uses on the Coastal Landfill Parcel and that such revisions may be required on subsequent occasions during the term of this Lease Agreement. VRSD and City agree to cooperate in all such revisions and the implementation of the Closure Plan, Postclosure Plan, and other regulatory documents, provided that VRSD shall not be obligated to agree to any revision or requirement relating to Specified Recreational Uses which causes VRSD to incur expenses for subsurface maintenance of the Coastal Landfill beyond the expenses VRSD was obligated to incur under the plans and documents in existence as of the date of this Lease Agreement or which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. VRSD and City agree that City shall bear the entire cost to City and VRSD of revising the Closure Plan, Postclosure Plan, and all other regulatory documents. City shall reimburse VRSD for all commercially reasonable costs and expenses incurred by VRSD under subsections 8a, b, c, d, e, f, and g below, including all VRSD staff and consultant costs. With respect to City's obligation herein to pay or reimburse VRSD, City shall, within thirty (30) days after receipt of billing from

VRSD, pay VRSD for reasonable expenses incurred by VRSD in carrying out the activities described in this Section 8 including staff time and consultant time in consulting with the City, City consultants, VRSD consultants, regulatory agencies and other interested parties involved in the revision and/or implementation of the plans or other regulatory documents and/or any of the activities described in this Section 8. City's obligation to reimburse shall include, but not be limited to payment for all VRSD staff and VRSD consultant time spent on reviewing all drafts, proposed submittals, designs, and other documentation relating to the plans and documents and attendance of VRSD employees and VRSD consultants at any and all meetings relating to the development of Specified Recreational Uses on the Premises. As used in this Lease Agreement, the term "VRSD consultant" shall mean independent engineers, hydrologists, attorneys, architects and other experts retained by VRSD. City shall reimburse VRSD for its staff time at the then current established hourly rates and for its consultants' time at the established hourly rates as then specified in contracts between VRSD and its consultants which shall be made available to City. In addition, if the revised plans or other permits, conditions or documents changed as a result of Specified Recreational Uses result in an increase in the expense of providing subsurface postclosure maintenance City shall, throughout the terms of this Lease Agreement, reimburse VRSD for such additional postclosure maintenance expenses within thirty (30) days after receipt of billing specifying the nature and cost of the additional maintenance work, improvements, monitoring or other activity required by the revised Closure Plan, Postclosure Plan or other regulatory documents.

b. **City's Assumption of Responsibility**. Immediately upon execution of this Lease Agreement, City shall assume responsibility for complying with the surface maintenance components of the Postclosure Maintenance Plan and other regulatory documents, including, but not limited to, the WDR's. Upon the approval of the revised Closure Plan, Postclosure Plan, and other regulatory documents permitting Specified Recreational Uses on the Coastal Landfill Parcel City shall become responsible for and shall commence the physical work of complying with all components of those plans and any successor plans and other documents which regulate or relate to the development and maintenance of the surface of the Coastal Landfill Parcel and VRSD shall bear responsibility only for non Specified Recreational Uses related subsurface maintenance requirements of said plans, including responsibility for any subsurface maintenance facilities which exist on or above the surface of the Coastal Landfill Parcel. In addition to assuming responsibility for all continuing and all new surface maintenance requirements, City shall bear responsibility for any additional subsurface maintenance requirement caused by the development and/or operation of Specified Recreational Uses on the Premises. In the future, during the term of this Lease Agreement, City shall become responsible for compliance with all new provisions, conditions and requirements of further revised plans and other regulatory documents relating to Specified Recreational Uses on the Premises and for all subsequent revised or new provisions, conditions and requirements of said plans and documents or new regulatory enactments relating to the surface maintenance of the Premises which may hereinafter become effective during the term of this Lease Agreement. The parties acknowledge that the various regulatory agencies may continue to name VRSD as the permitee, owner and/or responsible party for the Closure Plan, Postclosure Plan, and other regulatory documents. Nonetheless, City shall take all reasonable action necessary to assure that City's activities do not cause VRSD to be found by the regulatory agencies to be out of compliance with the Closure Plan,

Postclosure Plan, or any other regulatory document. City and VRSD agree that each shall carry out its responsibilities under this Section 8 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **City's Right to Withdraw Initial Applications for Plan Revisions**. City, at its sole discretion, may, at any time, prior to approval of the initial applications to be made to revise the Closure Plans and Postclosure Plans in existence on the date of this Lease Agreement to allow the initial development of Specified Recreational Uses, determine that the applications for revision to the Closure Plan and Postclosure Plan and/or all other regulatory documents shall be withdrawn; and, this Lease Agreement will, upon such withdrawal, automatically terminate. It is further agreed that City, in its sole discretion, may at any time after approval of the above referenced applications, terminate this Lease Agreement pursuant to Section 24 below.

d. **Plan Revision Process**. Revisions of the Closure Plan and Postclosure Plan, current or as revised in the future, as well as the revision of any and all other regulatory documents pertaining to land use on the Premises, including permits, requirements, orders and other regulatory directives, shall be processed by City and VRSD on a cooperative basis consistent with the provisions herein. No application for any revision to the Closure Plan and/or Postclosure Plan shall be submitted to the CIWMB or LEA until both VRSD and City have approved the submission of such application for revision. Neither VRSD nor City shall be obligated to apply for, support or accept any Plan revision proposed as a consequence of planned Specified Recreational Uses which increases the expense of the party responsible for complying with the provision objected to; provided that neither party shall oppose such provisions if the other party agrees to assume all liability for the expense of such provisions, except that notwithstanding anything contained in this Agreement, VRSD shall not be required to apply for, support or accept any Plan revision, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any covenant or obligation under the Gas Lease. City agrees that City shall pay and/or bear the full expense of preparing, processing and implementing the revised Closure Plan, Postclosure Plan, and other regulatory documents caused by or related to, directly or indirectly, the development of Specified Recreational Uses on the Premises.

e. **Financial Assurance Mechanism**. City acknowledges the legal requirements relating to the provision of financial assurance mechanisms for closed landfills. VRSD and City acknowledge that the existing financial assurance mechanism which has been established and funded by VRSD and approved by CIWMB may be revised as a result of revisions to the Closure Plan and Postclosure Plan necessitated by City's proposal to develop Specified Recreational Uses on the Coastal Landfill Parcel. VRSD shall continue to be responsible to the CIWMB for providing financial assurance in the amount stated in the Postclosure Plan's estimate of expense of fifteen (15) years of postclosure maintenance of the Coastal Landfill as specified in the cost estimate existing

on the date of this Lease Agreement (even though City, pursuant to this Lease Agreement, shall bear the actual expense, when incurred, of all surface maintenance and any expense of any additional subsurface maintenance required as a result of City's development of Specified Recreational Uses on the Coastal Landfill). On the other hand, City shall be responsible for providing financial assurance for all other new postclosure maintenance expenses as required by CIWMB as a consequence, direct and/or indirect, of Specified Recreational Uses including Specified Recreational Uses related surface maintenance requirements and all new subsurface requirements which are required as a result of Specified Recreational Uses proposed. City acknowledges that as a result of the application for revision to the Closure Plan and Postclosure Maintenance Plan which must be made in order to advance the development of Specified Recreational Uses on the Coastal Landfill Parcel, the CIWMB may implement additional financial assurance requirements. City shall be responsible for and hold VRSD harmless from any such additional Specified Recreational Uses related requirements. City also acknowledges that additional financial assurance requirements may be imposed in the future. City shall bear all costs, expenses and obligations of meeting such additional financial assurance requirements as relate to surface maintenance required because of the development and/or operation of Specified Recreational Uses on the Premises. VRSD shall expeditiously apply in accordance with CIWMB regulations to CIWMB for release of any financial assurance funding or security provided by City and release any funds held by VRSD which are due to City upon CIWMB approval of such release.

f. **Final Design**. After CIWMB and LEA approval of revisions to the Closure Plan and Postclosure Plan and all other necessary regulatory approvals, including, but not limited to the approval of the RWQCB, SWRCB and EPA, City shall develop final designs for Specified Recreational Uses improvements to be constructed upon the Premises. These final designs shall be submitted to VRSD for its review. VRSD may, within thirty (30) days after receipt of any submittal, comment upon any aspect of the designs which could potentially increase VRSD's cost of subsurface maintenance of the Coastal Landfill; provided, however, that, notwithstanding anything contained in this Agreement, VRSD shall not be required to accept any final design, the implementation of which would conflict with or impair any right of the Lessee under the Gas Lease or cause VRSD to violate any of its covenants or obligations under the Gas Lease.

Notwithstanding VRSD's review of and comment on the final design, City shall release, indemnify, defend and hold VRSD harmless from any liability arising from any design defect, error, omission, or damage arising from the final design of all improvements to be constructed on the Premises.

g. **Environmental Documentation**. City shall be the lead agency for all environmental documentation relating to any and all development on the Premises. City shall fully comply with the California Environmental Quality Act ("CEQA"). City shall be responsible for defending or providing a defense to any action alleging non-compliance with CEQA or any other law, regulation, rule or permit arising out of the revision of the Closure Plan, Postclosure Plan or other regulatory document relating to Specified Recreational Uses or the Northwest Golf Community Specific Plan, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall hold

harmless, defend and indemnify VRSD in any such action, except to the extent of any liability caused by VRSD's acts, omissions or negligence. City shall reimburse VRSD for any expense, including, but not limited to any expense for staff time, consultant time (including attorney time or other related expenses) incurred by VRSD in response to City's request made in connection with VRSD's defense.

h. **Development Liability**. City shall hold harmless, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any action, claim or liability arising out of City's approval of development occurring on the Premises or on the property covered by City's approval of the Northwest Golf Community Specific Plan. City shall reimburse VRSD for any expenses, including, but not limited to, any expense for staff time or consultant time (including attorney time or other related expenses) incurred by VRSD as a result of such action. For example, City shall hold harmless, defend (by counsel selected by City after concurrence which shall not be unreasonably withheld by VRSD) and indemnify VRSD in any administrative appeal or judicial action brought in any administrative forum or any court relating to the City's approval and/or development approved by City in the Specific Plan area, including, but not limited to, compliance with environmental documentation requirements, low income housing provisions, compliance with general plan or other planning requirements or other actions involving any City approval or City permit relating to development in the Specific Plan area. With respect to development of Specified Recreational Uses on the Premises, City shall bear all permit, annexation, zoning, development agreement and other regulatory costs, fees, charges or requirements. For example, City shall indemnify and hold VRSD harmless from annexation fees and other charges due Calleguas Water District and/or Metropolitan Water District of Southern California upon annexation and development of the Premises.

i. **Construction**. VRSD shall be entitled to inspect the Premises throughout the construction of all improvements on the Premises. Notwithstanding VRSD's inspection of construction activities, City shall release, indemnify, defend and hold VRSD harmless from any and all liability arising from the construction of any and all improvements on the Premises by City or City's contractors. All City contractors working on the Premises shall be obligated to name VRSD as an additional insured as to all insurance requirements imposed by the City on its contractors.

9. **MAINTENANCE**.

a. **Immediate Assumption of Maintenance of Coastal Buffer Parcel and Surface Maintenance of Coastal Landfill Parcel**. Immediately upon execution of this Lease Agreement, City shall take possession of and be responsible for the maintenance of the Coastal Buffer Parcel and the surface maintenance of the Coastal Landfill Parcel as provided in this Lease Agreement. From and after the date of this Lease Agreement, City shall be entitled to a non-exclusive right of reasonable access to the Coastal Landfill Parcel at any time, subject to the present or future subsurface maintenance operations of VRSD on the Premises and to the rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary

flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system. The parties should coordinate their respective activities and meet quarterly to discuss upcoming activities on the Premises.

b. **Coastal Landfill Parcel Maintenance Responsibility**. Immediately upon execution of this Lease Agreement, City shall be responsible for complying with all surface maintenance requirements established under the then existing Postclosure Maintenance Plan and other regulatory documents including, but not limited to, the WDR. Upon approval of the revised Closure Plan and/or Postclosure Plan and other regulatory documents permitting Specified Recreational Uses, in accordance with this Lease Agreement, City shall be solely responsible for and obligated to maintain the surface of the Coastal Landfill Parcel in accordance with all requirements of said Plan and documents. VRSD shall retain the right of access to perform all subsurface maintenance of the Coastal Landfill for which VRSD shall remain responsible. City shall be responsible for complying with all surface maintenance activities on the Coastal Landfill including, but not limited to, the surface maintenance activities set forth in the Closure Plan, Postclosure Plan, and other regulatory documents and any revisions thereto. City shall bear all expense associated with Premises surface maintenance activity. City shall release, defend, and hold VRSD harmless from any and all expense relating to the surface maintenance of the Premises, except for expenses incurred by VRSD hereunder in maintaining subsurface maintenance facilities. City and VRSD agree that each shall carry out its responsibilities under this Section 9 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

c. **Indemnification**. In consideration of entering into this Lease Agreement, City agrees that, City shall indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD), and hold VRSD, and each of VRSD's directors, employees, attorneys, and agents (collectively, "Indemnitees") harmless from any and all claims, liabilities, liens, losses, judgments, orders, actions (including actions arising from personal injury to or death of third persons or property damage), expenses, fines, penalties, governmental directives or inquiries, environmental response costs of any type (including without limitation reasonable attorneys' and environmental consultants' fees) (collectively "Liabilities"), arising from or related to City's design, construction, maintenance, repair, operation and/or use of the Premises, except to the extent such liabilities are caused by Indemnitees' acts, omissions, or negligence.

d. **Release**. City hereby fully releases Indemnitees from any and all claims which City may have now or in the future against Indemnitees for any damage or liability arising from the use of the Premises by City. As a material covenant and condition of this Lease Agreement, City agrees that in the event of any adverse event, situation or condition regarding the use of the Premises by City, City shall look solely to parties other than Indemnitees, and Indemnitees shall not be

responsible in any way therefor, and no cause of action shall lie, nor shall any judgment, however obtained, be executed against Indemnitees or any of them except to the extent such adverse event, situation or condition is caused by Indemnitees' acts, omissions or negligence.

With respect to the foregoing release, City fully waives any rights or benefits available to City under the provisions of Section 1542 of the California Civil Code, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

City acknowledges that its attorney at law has explained to City the meaning and effect of this statute. City understands fully the statutory language of Civil Code Section 1542, and with this understanding, City nevertheless elects to, and does, assume all risk as against Indemnitees regarding such damages or liabilities, whether arising before or after the making of this Lease Agreement and whether now known or unknown, and City specifically waives any rights City may have under California Civil Code Section 1542. City fully understands that if the facts with respect to which this release is executed are later found to be other than or different from the facts now believed by it to be true, City expressly accepts and assumes the risk as against Indemnitees of that possible difference in facts, and agrees that this release shall be and remain effective notwithstanding that difference in facts.

Therefore, the provisions of Civil Code Section 1542 (and any other or similar provisions of common or statutory law of any state of the United States) are hereby waived by City as to all matters released herein and City acknowledges that this waiver is an essential and material term of this Lease Agreement without which this Lease Agreement would not have been executed by VRSD. City acknowledges and recognizes that City may hereafter discover facts different from or in addition to those which City now knows or believes to be true with respect to the claims released herein. However, City intends by this Lease Agreement to fully, finally and forever settle and release the claims set forth herein, whether these claims heretofore have existed, now exist, may now exist, or will exist upon the discovery of additional facts. In furtherance of this intention, this Lease Agreement shall remain in full and complete effect in all respects, notwithstanding the discovery by VRSD or City of the existence of additional or different facts relating to the claims hereby released.

10. GAS AND CONDENSATE COLLECTION AND FLARE SYSTEM

a. Collection System. City acknowledges that VRSD owns the landfill gas generated under the Premises. City acknowledges the existence and contents of the April 22, 1983, Landfill Gas Lease and Operating Agreement for Conversion Systems among Cambrian Energy Systems,

Inc., Ventura Coastal Corporation and VRSD, and the April 18, 1991, First Amendment to Landfill Gas Lease and Operating Agreement for Conversion Systems between Oxnard Landfill Associates and VRSD (collectively referred to as the "Gas Lease"). City acknowledges that: (i) "Lessee" under said Gas Lease (originally Cambrian Energy Systems, Inc. and currently Ogden Power Pacific, Inc., a subsidiary of Ogden Energy, Inc.), has comprehensive rights of way over the Premises to extract landfill gas from the Coastal Landfill and collect this gas and transport it to its energy facility as described in said lease; (ii) these rights, include, but are not limited to, the right to construct, repair, replace, relocate, and maintain gas extraction wells, collection piping, collection traps, valves, monitoring equipment, blowers, pumps and other improvements related to the development of the gas rights in the Coastal Landfill; and (iii) the Lessee under said Gas Lease also has the right to place and maintain on the Coastal Landfill Parcel tanks, roads, pipelines, power lines and other improvements necessary to the Lessee's operations subject to limitations set forth in the Gas Lease. City acknowledges and agrees that its right to use and occupy the property under this Lease Agreement are subject to the rights of the Lessee and VRSD under said Gas Lease and that VRSD and/or the Lessee shall reserve ownership and possession of these gas collection improvements. VRSD agrees that it will be primary liaison with the Lessee regarding the coordination of Specified Recreational Uses with the Lessee's operations and the exercise of Lessee's rights under the Gas Lease. VRSD shall use commercially reasonable efforts to obtain the Lessee's reasonable commercial cooperation with Specified Recreational Uses; provided that City releases VRSD from any liability arising from the Lessee's failure to cooperate. City acknowledges, however, that notwithstanding anything contained in this Lease Agreement, VRSD makes no representation that the Lessee under the Gas Lease has agreed to, authorized or consented to, or will agree to, authorize or consent to, any particular action in respect of the activities contemplated hereunder. City further agrees that in the event the Gas Lease is terminated, VRSD shall be deemed to have succeeded to all of the rights, including rights of way over the surface of the Coastal Landfill Parcel created in the Lessee under said Gas Lease. In the event VRSD succeeds to Lessee's right, VRSD shall cooperate with City's operation of Specified Recreational Uses in a commercially reasonable manner.

City agrees to cooperate with the Lessee, and, subsequently, VRSD in Lessee's and VRSD's exercise of said Gas Lease rights of way. City also agrees to cooperate with Lessee and VRSD with regard to the gas and condensate collection system on the Premises, including any improvements, alteration, repair and/or maintenance of said system that may be undertaken by Lessee and/or VRSD. City shall coordinate its activities on the Premises with VRSD with respect to the activities which may affect rights under the Gas Lease. City agrees that to the extent the Closure Plan, Postclosure Plan or other regulatory documents require changes, because of the development of Specified Recreational Uses on the Premises, to the gas extraction and collection system built and owned by Lessee and/or VRSD pursuant to the Gas Lease, and VRSD and/or Lessee implement such changes, all work relating to such changes shall be at City's sole expense and City shall not initiate construction work on the Coastal Landfill Parcel until all work relating to such changes has been completed. Before commencing such gas system revision work, VRSD shall obtain City's approval of the specifications, budget and any construction contracts relating to such changes to the gas system. City shall pay the entire estimated cost of such work to VRSD before such work commences and upon the completion of the work VRSD shall provide City a complete

accounting of the expense of the work and either refund to City any unexpended portion of the City's initial payment of the estimated cost or collect from City any amount reasonably incurred by VRSD in excess of City's initial payment of the estimated cost. All work shall be completed in a commercially reasonable manner consistent with the requirements of all regulatory agencies. If City does not approve the proposed work and pay the estimated cost, VRSD will be under no obligation to implement the work. In the event that any changes to the gas extraction and collection systems are made hereunder, City shall bear the full expense of making such changes and shall hold harmless, defend and indemnify the Lessee and VRSD from any and all costs, liability, or regulatory enforcement activity related to any such change made to the gas extraction and/or collection system. For example, the amended Closure Plan or other regulatory requirement may require that gas extraction systems be fenced, that collection pipelines be buried and/or that other protective measures be taken with respect to any part of the landfill gas extraction, collection and distribution system. The total cost to VRSD of completing all of the work of designing, constructing, burying (including the importation of soil to bury the collection pipes) and maintaining changes to such systems necessitated by Specified Recreational Uses that may be carried out during the term of this Lease Agreement shall be borne by City and City shall promptly pay or reimburse VRSD for all VRSD expenses, including expenses associated with utilization of VRSD staff, VRSD consultants and/or the Lessee relating to such work. Any soil imported as part of this construction work shall meet City's specifications. City may require VRSD to use soil procured by City for this work in order to reduce construction costs.

b. **Flare Station**. City acknowledges the existence of a landfill gas flare station located on the northern portion of the Coastal Landfill Parcel as illustrated on Exhibit A. Notwithstanding any other provision of this Lease, City agrees that all of the area located within the fencing surrounding said flare station shall not be used by City or City's contractors and City shall design and operate any Specified Recreational Uses in the vicinity of the flare so as to discourage any recreational activity within 100 feet of the fence surrounding the flare. VRSD shall be responsible for maintaining all landscaping inside the fencing surrounding the flare station. City shall provide water to VRSD, out of the City's Entitlement, defined at section 14b below, at the cost of pumping the water from the Coastal Water Well (utility extraction cost and UWCD and GMA pump charges), for such landscaping. VRSD shall be responsible for the maintenance of the flare equipment or gas piping system associated with the flare station. VRSD shall, at its sole expense, continue to operate the flare and the associated facilities in compliance with all regulatory requirements including the requirements of CIWMB, LEA, and APCD.

c. **Condensate Collection**. City acknowledges the existence of condensate collection tanks on the Premises which store landfill condensate from the gas and condensate collection system for the Coastal Landfill. VRSD shall have access to repair, maintain and service said tanks.

d. **Gas Royalties**. This Lease Agreement does not modify, in any fashion, the Gas Lease and VRSD shall continue to be entitled to receive all royalties paid by the Lessee under said Gas Lease.

11. **LANDFILL GAS AND GROUNDWATER.**

a. **Groundwater.** City acknowledges that RWQCB has adopted WDR's and groundwater monitoring requirements for the closed Bailard Landfill, Coastal Landfill, and Santa Clara Landfill. City acknowledges that prior to the development of Specified Recreational Uses, revisions are likely to be made to the Bailard Landfill, Coastal Landfill and Santa Clara Landfill WDR's and groundwater monitoring requirements as a result of RWQCB's review of the proposed Specified Recreational Uses on the Coastal Landfill Parcel. To the extent RWQCB requires revisions to the monitoring requirements as a result of the proposed Specified Recreational Uses, and such changes increase the expense which VRSD incurs in its postclosure maintenance of the subsurface of the Bailard Landfill Parcel or the Santa Clara Landfill or the Coastal Landfill Parcel, City shall reimburse VRSD for the full amount of any such increase. For example, if RWQCB, determines, as a result of the proposed golf course development, that VRSD is required to drill additional monitoring wells or test additional constituents or increase the monitoring frequency or standards, City shall reimburse VRSD for the actual expense to VRSD of all VRSD staff time, consultant time, laboratory expense and other costs associated with compliance with such revisions as these expenses are incurred, throughout the term of this Lease Agreement, payable thirty (30) days after VRSD's delivery of invoices to City. VRSD shall also retain the right of access to and possession of all monitoring well sites approved by RWQCB on the Premises, including any located on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel.

City also acknowledges that RWQCB may impose irrigation restrictions, cover system improvements or other conditions upon the development of Specified Recreational Uses in order to protect groundwater in the vicinity of the Premises. City agrees to comply with all restrictions and conditions on the development and operation of Specified Recreational Uses imposed by RWQCB as well as CIWMB, LEA, APCD or any other regulatory agency at City's sole expense and City further agrees to hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld, by VRSD) and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violation of any groundwater regulatory requirements by City or City's contractors or arising from the Specified Recreational Uses on the Premises.

City further acknowledges that as a result of the proposed Specified Recreational Uses on the Coastal Landfill Parcel, environmental impacts may occur in the future which may lead to the requirement for remediation of surface or subsurface conditions impacted or caused by the construction, operation and/or maintenance of Specified Recreational Uses on top of a closed landfill. City shall hold harmless, defend (by counsel selected by City, after concurrence, which shall not be unreasonably withheld by VRSD) and indemnify VRSD from any and all expense, liability, regulatory action or remediation costs associated with or caused by the development of Specified Recreational Uses on the Coastal Landfill Parcel.

b. **Subsurface Gas.** City acknowledges that the decomposing waste buried in the Coastal Landfill creates landfill gas, including methane gas. City acknowledges that some

constituents of the landfill gas may be hazardous and toxic. City further acknowledges that methane gas is combustible. City further acknowledges that the landfill gas can travel laterally subsurface. Throughout the term of this lease, VRSD shall remain responsible for and bear the full expense of monitoring subsurface migration of landfill gas from the Coastal Landfill Parcel. VRSD shall continue to maintain and monitor monitoring wells as required by CIWMB and the LEA. VRSD shall control the migration of landfill gas. As gas generation declines, VRSD shall be obligated to and have the right of access to the Premises in order to construct further gas wells and related collection piping and facilities in accordance with regulatory requirements. VRSD and City shall meet and cooperate in developing plans for such construction with the intent to avoid, to the extent consistent with regulatory and gas system operational requirements, unreasonable interference with Specified Recreational Uses.

City acknowledges that a subsurface gas migration barrier slurry wall has been constructed along the southern boundary of the Santa Clara Landfill and the eastern boundary of the Coastal Landfill. City shall not undertake or authorize any construction activity which damages the structural integrity or operational functionality of the slurry wall located on the Coastal Landfill Parcel.

City also agrees that City and City contractors, including the operator of any Specified Recreational Use on the Coastal Landfill Parcel, shall not undertake any activity, including excessive irrigation, as determined in writing by CIWMB, RWQCB, LEA or County of Ventura, which causes an increase in the expense to VRSD of its postclosure subsurface maintenance obligations, and City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any such activity by City or City's contractor.

c. **Surface Emissions**. City acknowledges that landfill gas can escape from the closed landfill through cracks in the surface of the cover lying over the buried waste. City acknowledges that by leasing the Premises, City has assumed responsibility for maintaining the surface of the closed landfill so that all cracks are filled and no leaks of gas are permitted through the surface in excess of the amount of gas allowed pursuant to APCD's Rules 74.17, and 74.17.1 and such other laws, regulations, rules or regulatory orders which exist now or may be adopted in the future. VRSD shall, at VRSD's expense, conduct Coastal Landfill surface emission monitoring and reporting to APCD under APCD Rules 74.17 and 74.17.1 and successor regulations. City acknowledges that these rules may require periodic sweeps on 100 foot or smaller grids laid over the Coastal Landfill Parcel. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement actions, including fines or penalties for violations or remediation orders relating to any violations of any such law, regulation, rule or regulatory order relating to City's maintenance of the surface of the Premises, except to the extent of liability caused by VRSD's negligence. City and VRSD agree that each shall carry out its responsibilities under this Section 11 without impairing any rights of Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas

extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

12. **EASEMENT FOR SETBACK AND IMPACT DISCLOSURE.**

a. **Adjacent Private Property**. Except as provided in subsection 12.a.1 below, City, in regulating the development of the Northwest Golf Community Specific Plan area, shall require the owners of the property lying to the south of the Coastal Landfill Parcel to execute and record an easement or other agreement providing for a 300 foot setback, measured from the property line of the Coastal Landfill Parcel, prohibiting any construction of any enclosed structure within the 300 foot setback. Drainage facilities are not considered to be enclosed structures. The City shall also require the developers of the property to disclose in writing to prospective buyers of the property that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Ballard Landfill Parcel and/or Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne or otherwise transmitted.

1. Historical Building Parcel. Subject to the conditions stated in this subsection, City may allow construction of an enclosed structure on the Historical Building Parcel described in the Specific Plan; provided the City has made a written determination that the use of such structure shall not expose the users thereof to unacceptable risks of injury or property damage caused by landfill gas migrating from the Coastal Landfill Parcel. City, in regulating the development of the Historical Building Parcel, shall not allow the construction of buildings or other enclosed structures or improvements of any kind, except drainage or water detention facilities, within 150 feet of the Coastal Landfill Parcel. City shall not permit the construction of any residential building on the Historical Building Parcel. City shall not permit any structure on any portion of the Historical Building Parcel to be used for residential use. City shall implement and enforce building requirements for all improvements constructed on the Historical Building Parcel in order to protect any occupants or users of such structures from being exposed to any hazard associated with the migration of landfill gas from the Coastal Landfill Parcel. City shall not permit any construction on the Historical Building Parcel until the owners of that Parcel have executed and recorded (1) an Access Easement from Vineyard Avenue to the Coastal Landfill Parcel in a form acceptable to VRSD, (2) a Declaration and Establishment of Covenants, Conditions and Restrictions in a form acceptable to VRSD, and (3) any subordination documents necessary to remove any cloud on the priority of the rights conferred by the easement and the declaration. City shall quitclaim all of its interest in the property covered by this access easement except for a nonexclusive right of way for ingress and egress to the Patterson Drain.

b. **Adjacent City Property**. City, in managing the use of City owned property in the Northwest Golf Course Community Specific Plan area, shall not construct or permit construction of enclosed structures within 300 feet of the Coastal Landfill Parcel, except for Specified Recreational

Uses related restrooms, snack shops with open air seating, and/or unenclosed shelters, and a Specified Recreational Use maintenance facility, and drainage facilities, provided all such improvements are designed and constructed to prevent the trapping or accumulation of landfill gas. City further acknowledges that the prior operation, closure and postclosure maintenance of the solid waste landfill located on the Coastal Landfill Parcel may adversely affect the use, enjoyment, and occupation of the City's property because of the creation, existence, expansion, migration, or discharge of environmental impacts including, but not limited to, odor, vectors, organisms, particles, gases, chemicals, toxics, leachate, or other substances, whether airborne, waterborne, or otherwise transmitted (collectively called "Environmental Impacts to City's Property"). City expressly assumes and accepts all risk of such Environmental Impacts to City's Property. City, for itself and on behalf of its transferees, assigns and successors in interest, hereby agrees to waive, release and forever discharge VRSD from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expense, including attorneys' fees and consultant fees, of any kind or nature whatsoever, whether for property damage, personal injury, death, or otherwise, past, present, or future arising from the Environmental Impacts to the City's Property, subject only to the limitation, to be narrowly interpreted to avoid diminution of the broad release intended here, that VRSD shall not conduct Landfill postclosure maintenance activities after the date of this Lease Agreement in a grossly negligent manner.

13. . **FLOOD CONTROL.**

a. **Patterson Drain.** City holds an easement to the Patterson Drain as illustrated on Exhibit A. City shall be solely responsible for the maintenance of this drain, including the maintenance of any landscaping lying within the drainage easement. City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to City's operation and/or maintenance of the Patterson Drain.

b. **Victoria Avenue Drain and Flood Control Flap Gate.** City shall hold harmless, defend and indemnify VRSD from any and all expense, liability or regulatory enforcement action relating to or arising out of the City's use, operation or maintenance of any Specific Plan area drainage features existing now or constructed in the future, including the Victoria Avenue drain, the Ventura County Flood Control flap gate, except to the extent caused by VRSD's acts, omissions or negligence.

c. **VRSD Not Liable for Flood.** VRSD shall not be liable for any injury, damage, or loss suffered, sustained or claimed by City or the employees of City or any other persons injured on the Premises, arising from or related to flood, seepage, other waters upon the Premises, drainage or lack of drainage, irrigation or lack of irrigation, or any causes beyond the control of VRSD unless such liability arises from VRSD's acts, omissions or negligence.

14. **WATER**

a. **Water Rights**. VRSD and City agree that any and all water rights or water entitlements appurtenant to the Coastal Buffer, Coastal Landfill, Bailard Buffer and Bailard Landfill Parcels (collectively "VRSD Parcels") shall remain the property of VRSD, and shall be deemed to benefit and run with VRSD's ownership of the VRSD Parcels. VRSD and City agree that any and all water rights or water entitlements appurtenant to the real property addressed by the Specific Plan, excluding the VRSD Parcels, but including the entire GMA allocation attributable to the Swift Well (Swift Allocation; State Well No. 2N/22W-29M1), shall be the property of the City upon transfer to the City of all real property necessary to implement the Specific Plan. Water rights or water entitlements addressed by this section include riparian, overlying or prescriptive water rights, and any and all allocation or entitlement granted under or pursuant to ordinances of the Fox Canyon Groundwater Management Agency ("GMA") or any government agency with authority to regulate groundwater use on the VRSD Parcels and the real property associated with the Specific Plan. VRSD shall allow City, and City shall allow VRSD, the right to use a portion of the water produced in accordance with the water rights and water entitlements under the terms and conditions described in this section; provided, however, that all such rights granted to City by VRSD under this Lease Agreement shall be subject to the rights of Lessee under the Gas Lease, including Section 9 thereof.

b. **VRSD Landfills GMA Allocation**. With respect to the Coastal Landfill and Bailard Landfill Parcels, GMA has authorized and issued to VRSD, through VRSD state well numbers 2N/22W-29D4, 29D5, 30C5, 30C6, 30K1 and 30L2, a total of 260.4 acre feet of baseline allocation ("VRSD Landfills Baseline Allocation"), 39.514 feet of historical allocation ("VRSD Landfills Historical Allocation"), and any credits accruing on the VRSD Landfills Historical Allocation (the VRSD Landfills Baseline Allocation and the VRSD Landfills Historical Allocation are collectively referred to as the "VRSD Landfills Allocation"). Effective upon City's assumption of surface maintenance responsibilities for the Coastal Landfill Parcel under Section 9(b) above, and continuing so long as City continues to be responsible for and provides the required surface maintenance for the Coastal Landfill Parcel City and VRSD agree that, subject to GMA or other regulatory requirements, water produced in accordance with the VRSD Landfills Allocation shall only be used as follows:

(i) City shall have the exclusive right to use, for the sole purpose of constructing and irrigating Specified Recreational Uses developed on the Coastal Landfill Parcel pursuant to the Specific Plan, 93 acre feet per year of VRSD Landfills Baseline Allocation and 17 acre feet per year of VRSD Landfills Historical Allocation ("City's Entitlement").

(ii) VRSD shall have the exclusive right to use 167.4 acre feet per year of VRSD Landfills Baseline Allocation, the acre feet per year of VRSD Landfills Historical Allocation remaining, if any, after City's use of City's Entitlement, and any GMA credits accruing on the VRSD Landfills Historical Allocation, for any use on the Bailard Landfill Parcel, and to meet regulatory offset requirements relating to VRSD's operations at its Toland Road Landfill ("VRSD Entitlement").

(iii) On or before October 1 of each year, VRSD shall provide written notice to the City of the amount (in acre feet), to be determined in VRSD's sole discretion, subject to GMA or other regulatory requirements, of the VRSD Entitlement that VRSD, subject to the mutual agreement of City and VRSD as to the price of water as described below, will provide to the City for the City's exclusive use in the calendar year during which the written notice is provided ("VRSD Designation"). City shall respond with a written notice of how much of the VRSD Designation City agrees to use ("City Notice"). City shall have the exclusive right to use the entire amount stated in the City Notice only for the calendar year for which the VRSD Designation applies, subject to the payment by City to VRSD of VRSD Water Fees as defined below. As used herein, "VRSD Water Fees" shall mean an amount calculated by multiplying the number of acre feet of water used by City times the price of water set annually by the mutual agreement of VRSD and City as to the price of water for each year. If there is no mutual agreement, VRSD shall not be obligated to provide a VRSD Designation. City shall make payment in full to VRSD for the amount of water designated in the City Notice within thirty (30) days of the date City and VRSD agree upon a price for the use of the water.

c. **Other Water Rights Appurtenant to Premises**. For so long as City assumes surface maintenance responsibilities for the Coastal Landfill Parcel, VRSD grants to City the right to exercise any and all riparian rights associated with the Premises.

d. **Water Supply to Premises**. City may provide water to the Premises through any facilities needed and necessary, including VRSD state well number 29D5 (Coastal Water Well), subject to the conditions and limitations in this Lease Agreement. In light of the duration of this Lease Agreement, City shall be responsible for, and bear the full expense of the operation and maintenance of the Coastal Water Well as though City were the owner of the well. City, in its sole discretion, and at its sole expense, may repair or abandon the Coastal Water Well, If City abandons the Coastal Water Well, VRSD and City shall cooperate in selecting the most effective location and arrangement of the replacement to the Coastal Water Well and associated piping. If VRSD and City cannot agree on such location and arrangement, then, subject to GMA regulation, City shall make those decisions in a manner that VRSD incurs no greater cost than would be the case if the location and arrangement proposed by VRSD were selected. Provided however, should this Lease Agreement terminate, City shall, at its sole expense, provide a replacement well equivalent to the Coastal Water Well on the Coastal Landfill Parcel.

e. **Water Supply to Bailard Buffer Parcel**. VRSD has historically relied on the water well located on the land owned by Raymond E. Swift, successor trustee, known as the Swift Well (State Well No. 29M1), to supply water to the Bailard Buffer Parcel and the Coastal Buffer Parcel. The Swift Well will be abandoned during construction of the development provided in the Specific Plan. City agrees that before the Swift Well is abandoned VRSD shall drill a new well on the Bailard Buffer Parcel to serve the Bailard Buffer Parcel, with capacity to serve the Coastal Buffer Parcel if this Lease Agreement is ever terminated. City shall reimburse VRSD for seventy-five percent (75%) of the capital costs of drilling and equipping a new well on the Bailard Buffer Parcel, provided that in no event shall City be obligated to pay VRSD more than seventy-five thousand

dollars ($75,000) for such new well capital costs. City shall pay such costs within thirty (30) days of City's receipt of well cost invoices from VRSD. VRSD shall be solely responsible for compliance with any statutes, ordinances, rules or regulations applicable to the construction and operation of the new Bailard Buffer Parcel Well. VRSD shall be responsible for applying to GMA for permission to use an efficiency extraction to serve the Bailard Buffer Parcel. VRSD shall be solely responsible for the operation, maintenance, repair or replacement costs for the new Bailard Buffer Parcel well constructed pursuant to this paragraph.

Effective upon the GMA's approval of the assignment to the City of the Swift Allocation, and continuing through the term of this Lease Agreement, City shall make available for use by VRSD or its lessee, at the option of VRSD in its sole discretion and subject to approval by GMA if such approval is required, up to but no more than 110 acre feet per year of the Swift Allocation (VRSD Swift Entitlement) for use on the Bailard Buffer Parcel. Use by VRSD of the VRSD Swift Entitlement is contingent upon the GMA's approval of the assignment to the City of the Swift Allocation, and limited to that assigned amount recognized and approved by the GMA as corresponding to the historical irrigation of the Bailard Buffer Parcel using the Swift Allocation. Use by VRSD of the VRSD Swift Entitlement, if any is approved by the GMA, shall terminate, and all rights to the VRSD Swift Entitlement shall revert to the City, when the Bailard Buffer Parcel ceases to be used for commercial agricultural production at approximately the same level of production as exists at the time of execution of this Lease Agreement. Except as provided in this subparagraph 14(e), the City shall have no responsibility to provide water service, or any water rights or entitlement to VRSD for use on the Bailard Buffer Parcel.

f. **Reporting and Payment of GMA and UWCD Pump Charges.** City and VRSD shall coordinate, as frequently as necessary, their groundwater extraction reporting to the GMA and United Water Conservation District (UWCD) associated with the VRSD Landfills Allocation and, if applicable, VRSD Swift Allocation so that appropriate payment to the GMA and UWCD can be made timely for all groundwater extractions made hereunder by City, VRSD and VRSD's lessee. City shall be solely responsible for regional pump charges (i.e. UWCD and GMA pump charges, and any other pump charges that may be imposed by a court or water management agency other than City) associated with City's use of the City Entitlement and that amount of water designated in the City Notice. VRSD shall be solely responsible for regional pump charges associated with its or its lessee's use of the VRSD Entitlement. City and VRSD acknowledge and agree that the GMA imposes a penalty on water use above that made available through its allocations and that each entity is solely responsible for its individual penalties or surcharges associated with its or its lessee's respective overuse of groundwater.

g. **Water Availability.** City and VRSD acknowledge that neither City nor VRSD has made any representations, warranties or guarantees with respect to the availability, quantity or quality of any water supplies or sources which may be required by City for the operation of a golf course on the Premises. City acknowledges and agrees that City shall be solely responsible and liable for the acquisition of all water which may be required by City, as well as any and all water necessary for the conduct of its operations on the Premises, at City's sole costs and expense, including, but not limited to, all expenses related to all state or local water fees, charges,

assessments, annexation fees, connection fees, standby fees, levies, and other costs imposed to provide such water. In the event City purchases water from a water supplier or other party, City agrees to pay such water bills directly and to indemnify, defend and hold VRSD, and the Premises, harmless from any and all obligations for the payment of such bills.

h. **New Regulations.** If the GMA or any other regulatory agency adopts new requirements which reduce the GMA Allocation or otherwise restricts further the right to pump water for the VRSD Parcels, then the City Entitlement and the VRSD Entitlement shall be reduced proportionately based on the ratio between the two entitlements.

15. **ASSESSMENTS**. Except to the extent of any amount due as a result of VRSD's or the Lessee's use of utilities, City shall pay at its sole cost and expense, and prior to delinquency, all assessments, annexation fees, charges (excluding standard utility charges) and real property taxes levied, imposed or assessed upon the Premises and improvements thereon during the Lease term, including, but not limited to, the amount of all assessments, levies, taxes, imposts and other charges imposed or levied by United Water Conservation District ("UWCD"), Ventura County Groundwater Management Agency ("GMA"), Calleguas Municipal Water District, or any successor, replacement, assignee or substituted entity thereof, for any purpose, including, but not limited to, the provision of water, water facilities or related services and/or any other utility service to the Premises during the term of this Lease. City shall pay, at its sole cost and expense, and prior to any delinquency, all taxes and assessments imposed on any personal property or trade fixtures belonging to City and located on the Premises.

16. **UTILITIES**. City, at its sole cost and expense, shall pay for all utilities including, but not limited to, telephones, gas, electricity, water and sewage and rubbish removal used in or on the Premises, before the same become delinquent, and City shall hold VRSD harmless from any liability, cost or expense for such utility charges, except that VRSD shall bear the expense of utility services used by VRSD. the Lessee shall bear the Lessee's own utility service expenses.

17. **EXTERNAL ACCESS**. VRSD has access to the Premises from Victoria Avenue and Gonzales Road over rights of way over the Northwest Golf Course Community Specific Plan area as illustrated on Exhibit A by the easements recorded in the Official Records of Ventura, California ("Records") document number 94-125434 ("Buffer Access Easement") and records document number 86-043729 ("Coastal Access Easement"). City shall accommodate VRSD's access to the Premises by requiring that any development occurring over the Buffer Access Easement and/or the Coastal Access Easement, preserve or relocate adequate easements and roads for VRSD's right of way to the Premises.

18. **INTERNAL ACCESS**.

a. **Subsurface Maintenance Access**. During the term of this Lease Agreement, VRSD shall retain a non-exclusive right of way over the Premises and shall have the right, but not the obligation, to construct, repair, maintain and replace subsurface maintenance facilities and related landfill impact mitigation and remediation installations reasonably necessary to permit VRSD's

fulfillment of its landfill postclosure subsurface maintenance obligations. VRSD shall notify City of the location of and construction schedule for any new well or other subsurface facility prior to construction of such well or facility on either the Coastal Buffer Parcel or Coastal Landfill Parcel. City shall, at its expense, maintain roads which provide VRSD access to all subsurface maintenance facilities, including maintenance of the access roads which are located on the western, northern and eastern perimeter of the Coastal Landfill Parcel in the same condition as they exist as of the date of this Lease Agreement. City shall, at its expense, maintain or relocate other internal access roads on the Coastal Buffer Parcel and/or the Coastal Landfill Parcel, including the southern perimeter road existing on the Coastal Landfill Parcel as of the date of this Lease Agreement, to provide structurally reinforced all weather access, including cart paths, for VRSD staff and contractors to all subsurface maintenance facilities. All vegetation and golf course landscaping and other improvements shall be kept mowed, trimmed and/or maintained in a fashion that allows VRSD clear, unobstructed access to all such subsurface maintenance facilities and that provides adequate protection against fire hazard. City and VRSD agree that each shall carry out its responsibilities under this Section 18 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

b. **Interference with Recreational Activities**. VRSD shall, to the extent reasonably and commercially practicable, avoid and minimize interference with Specified Recreational Uses. However, it is acknowledged that Specified Recreational Uses related activity may have to be temporarily diverted or stopped to allow VRSD to comply with postclosure regulatory requirements for monitoring and/or maintenance. VRSD shall not, under any circumstances, be responsible for consequential damages related to City's inability to provide recreational uses on the Premises, including any loss of golf course playing time. VRSD shall notify City of VRSD's maintenance schedule and reasonably coordinate its activities with the City's golf course operations. VRSD shall indemnify, defend and hold City harmless for any golf play caused damages or injuries sustained by VRSD employees who are on the Premises while golf is being played.

19. **TITLE.** City acknowledges review, approval and acceptance of the state of the title to the Premises as recorded in the Recorded Official Records of the County of Ventura. City shall not, at any time during the Lease term, encumber City's leasehold interest or VRSD's fee title by deed of trust, mortgage, lien or any other similar security instrument. City hereby agrees to indemnify and hold VRSD and the Premises free and harmless from all liability for any and all liens, mortgages, deeds of trust, claims and demands, including reasonable attorneys' fees, and all costs and expenses in connection therewith.

20. **REPAIRS AND RESTORATION.** City shall assume full responsibility for the maintenance and repair of the Premises except for any facilities owned or operated by the Lessee under the Gas Lease and, further, except for facilities maintained by VRSD in the discharge by VRSD of VRSD's subsurface maintenance of the closed Coastal Landfill, which facilities shall be interpreted to mean all gas migration monitoring and collection wells and piping, all equipment relating to the gas flare

station, all groundwater monitoring wells, all condensate collection tanks, all aerial survey plates (hereinafter "VRSD maintenance facilities"). Except for the VRSD maintenance facilities, City shall keep in good order, condition and repair the Premises and every part thereof, structural and non-structural, (whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to City, and whether or not the need for such repairs occurs as a result of City's use, any prior use, the elements or the age of such portion of the Premises), including, without limitation the generalization of the foregoing, all landscaping, driveways, roads, irrigation systems, parking lots, drainage improvements, fences, signs and all other improvements located on the Premises. Except as expressly stated herein to the contrary, it is intended by the parties hereto that VRSD has no obligation, in any manner whatsoever, to repair, maintain, replace, improve or otherwise perform any work whatsoever on the Premises. City expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford City the right to make repairs at VRSD's expense or to terminate this Lease Agreement because of VRSD's failure to keep the Premises in good order, condition and repair.

City, at City's cost and expense shall make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity and arising from development or use of the Premises as a golf course. Further, City shall observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Premises or the improvements or facilities on the Premises by any federal, state, county, local or other governmental agency or entity. City and VRSD agree that City shall carry out its responsibilities under this Section 20 without impairing any rights of the Lessee under the Gas Lease, including Lessee's right to access at all times to the gas collection system (including all gas collection wells, interconnection pipes, valves, monitoring equipment, any necessary flare/blower stations, vacuum pumps and any additional gas extraction equipment installed and used for the purpose of extraction of landfill gas) for purposes of operation, maintenance, repair and replacement of such system.

21. INDEMNITY AND INSURANCE.

a. **Indemnity**. VRSD shall not be liable for any loss, damage or injury of any kind or character ("liability") to any person or property arising from City's use of the Premises, or any part thereof, or caused by any defect in any improvement constructed by or for City thereon or in any equipment or other facility therein constructed or furnished by or for City, or caused by or arising from any act or omission of City or of any of its agents, employees, licensees, or invitees, or by or from any accident on the Premises, or any fire or other casualty thereon, or occasioned by the failure of City to maintain the premises in safe condition; and City hereby waives on its behalf all claims and demands against VRSD for any such loss, damage or injury to City, and hereby agrees to indemnify, defend (by counsel selected by City after concurrence, which shall not be unreasonably withheld, by VRSD) and hold VRSD entirely free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising therefrom except to the extent such liability is caused by VRSD's acts, omissions or negligence.

b. **Insurance**. City shall, at its sole cost and expense and at all times during the term of this Lease, maintain in force and effect risk management practices for the benefit of VRSD and City. City's risk management practices include a self-insured retention and excess insurance coverage for general liability. On the date of execution of this Lease Agreement the City is self-insured for comprehensive general liability to a limit of $1,000,000 and has excess insurance coverage of $24,000,000 to a limit of $25,000,000. VRSD finds such practices and City's self-insured retention and excess insurance coverage to be satisfactory. City retains sole discretion to change its risk management practices during the term of this Lease Agreement, provided that such practices provide VRSD with protection from loss which is substantially equivalent to the protection afforded by City's risk management practices in effect on the date of this Lease Agreement. Throughout the term of this Lease Agreement VRSD shall be named as an additional insured under City's excess insurance coverage.

22. **ASSIGNMENT AND SUBLETTING**. As a material component of the consideration for this Lease Agreement, City agrees that City shall not assign or sublease the Premises without VRSD's consent, which can be arbitrarily withheld for any reason whatsoever; and VRSD agrees that VRSD shall not assign its rights or duties under this Lease Agreement without City's consent, which can be arbitrarily withheld for any reason whatsoever. Any net rent paid to City by any assignee or subleasee not consented to by VRSD shall be paid by City to VRSD.

23. **DEFAULT**.

a. **Default by City**. Each of the following events shall be deemed to be an event of default hereunder:

(i) If City shall fail, neglect or refuse to pay any monies due hereunder or under the Agreement for Waste Disposal and/or Water and Wastewater Service Agreement, at the time and in the amount as therein provided, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(ii) If City shall fail to commence and thereafter to continuously conduct its operations on the Premises within the times and in the manner herein provided; or fail to use, maintain and operate the Premises as herein required or abandon the property, and if any such default should continue for more than thirty (30) days after notice thereof in writing given to City; or

(iii) If City shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such default, if of a nature which can be cured, continues for more than fifteen (15) days after notice thereof in writing given to City by VRSD (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer

period of time to cure than thirty (30) days, City shall be deemed to have complied with such notice if City has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given; or

(iv) If any voluntary petition in bankruptcy or similar debtor's pleading under any section or sections of any bankruptcy act shall be filed by City, or if any voluntary proceeding in any court or tribunal shall be instituted to declare City insolvent or unable to pay City's debts, or to effect upon City a plan of liquidation, composition or reorganization, or if any involuntary proceeding of the aforesaid nature be filed and City consents thereto or agrees therein by pleading or default, or if City makes any assignment of its property for the benefit of creditors, or the Premises are taken under a levy of execution or attachment in an action against City, or if a trustee or receiver is appointed over any substantial portion of City's assets or City's operations on the Premises, then neither this Lease nor any interest of City in or to the Premises shall become an asset in any such proceeding, and if any of the aforesaid occurrences is not dismissed or discharged within fifteen (15) days after VRSD's demand, or thirty (30) days after such occurrence, whichever date first occurs.

b. **Default by VRSD.** If VRSD shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such default, if of a nature which can be cured, continues for more than thirty (30) days after notice thereof in writing given to VRSD by City (no notice to be required or right to cure to apply to defects which cannot be cured); provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than thirty (30) days, VRSD shall be deemed to have complied with such notice if VRSD has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure; but for any failure to timely so complete such cure, no further notice or right to cure need be given.

c. **VRSD Remedies.** Upon an event of City's default hereunder, VRSD shall have the right at any time thereafter to terminate this Lease forthwith and reenter the Premises and take possession thereof and remove all persons therefrom, whereupon City shall have no further claim thereto but shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and VRSD shall have the further right to exercise any other right now or hereafter afforded by law.

d. **City Remedies.** Upon an event of VRSD's default hereunder, City shall have the right at any time thereafter to terminate this Lease forthwith, but City shall not be released from any obligations accruing hereunder prior to the date of termination or surviving any termination and City shall have the further right to exercise any other right now or hereafter afforded by law.

Alternative Dispute Resolution Exhibit

1. The parties agree to cooperate in implementing this Lease Agreement. In the event of any dispute arising, the parties shall meet within five days of a written notice from either party requesting attempt dispute resolution. The complaining party shall send such notice prior to initiating arbitration or other collection or legal action.

2. Agreement to Arbitrate Certain Issues. The parties hereto for themselves and for their successors and assigns agree to submit disputes concerning the interpretation or enforcement of rights and duties under paragraphs 5, 9, 16, 17, 18, 19, 17 or 20 of this Lease Agreement to final and binding arbitration in Tulare County, California. Such arbitration shall comply with and be governed by the provisions of the California arbitration act contained in *Code of Civil Procedure* §§ 1280, et seq., including any subsequent amendments thereto, and shall not include the right of discovery. The following matters are excluded from arbitration hereunder:

(a) Any action or proceeding for interpretation or enforcement of rights and duties under Paragraphs 5, 9, 16, 17, 18, 19, 17 or 20 of this Lease Agreement; or

(b) Any claim seeking more than $25,000 in damages or recovery (excluding 20% per year during the term of the Lease); or

(c) Any action seeking equitable relief other than declaratory relief as to the meaning of a provision of Paragraphs 5, 9, 16, 17, 18, 19, 17 or 20, provided that any declaratory relief sought shall not serve as a pretext controlling a claim seeking more than $25,000 in damages or recovery (excluding 20% per year during the term of the Lease).

The prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in such arbitration. Such fees and costs shall not be added to the computation of the monetary jurisdiction limit specified above. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedy shall not constitute a waiver of the right to arbitrate under this provision. With respect to all other matters excluded from arbitration hereunder, the parties may seek all available remedies in the court of competent jurisdiction in the County of Tulare, California.

3. Commencement of Arbitration. If the parties are unable to agree on a single person to arbitrate such dispute within 15 days after a written demand for arbitration has been served by the complaining party upon the other party, then the selection of an arbitrator shall be made pursuant to the California Code of Civil Procedure §§ 1280, et seq., including any subsequent amendments thereto. The parties shall advance arbitrator's fees as incurred, proportioned between them as the arbitrator shall determine, but the cost of arbitration shall ultimately be borne entirely by the losing parties or in such other manner as the arbitrator shall decide.

4. Power of Arbitrator. The provisions of this paragraph are an express limitation upon the jurisdiction of the arbitrator, the violation of which constitutes an act by the

arbitrator in excess of his/her power and a basis for vacating the award pursuant to *California Code of Civil Procedure* §1286.2(d). The arbitrator shall follow substantive California law applicable to the issues which are the subject of the arbitration. The arbitrator shall prepare and serve written findings of fact and conclusions which adequately set forth the basis of his decision. Should any party, after proper notice, fail or refuse to participate in the arbitration, or any part thereof, the arbitrator will have the full power to proceed, to take evidence from those parties appearing and participating, and to perform any other acts necessary to arbitrate the matter. The arbitrator shall have no power to make an award or impose a remedy that is not available to a court of general jurisdiction sitting in the County of Ventura or was not requested by a party. In no event shall the arbitrator have the authority to award punitive or exemplary damages or to issue any award relating to matters excluded from arbitration by subsection e.(2) above. The award of the arbitrator shall be enforceable according to the applicable provisions of the *California Code of Civil Procedure*. Judgment upon the award rendered by the arbitrator may be entered in any court having the requisite jurisdiction.

5. Expedience: If the arbitrator does not render and serve upon both parties a final award with written findings of fact and conclusion within 60 days of completion of the submission of evidence, the arbitration and the obligation to arbitrate the dispute may, at either party's election, be canceled, by written notice to the other party, and the parties shall be free to pursue other remedies legally available, and any pertinent claims requirement or statute of limitations shall be deemed to have been tolled for the period the arbitration procedure was ongoing.

24. TERMINATION

a. **Termination**. In addition to any event of termination arising from a party's exercise of its rights and/or remedies under the provisions of Section 23 (Default) above, this Lease Agreement shall terminate immediately, without further notice, in the event any of the following circumstances occur.

(i) City has not commenced construction of Specified Recreational Uses on the Premises by November 12, 2005; or

(ii) City abandons or vacates the Premises for ninety (90) days; or

(iii) City surrenders possession of the Premises, if City provides VRSD with sixty (60) days written notice of surrender.

b. **Return of Property**. Upon expiration or sooner termination of the Lease Agreement term, City shall quit the Premises together with the improvements, alterations, modifications, additions, fixtures, parts and surfaces thereof, clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good and regular

maintenance, repair and safety practice or by City performing all of its obligations under this Lease Agreement.

c. **Maintenance of Premises After Termination.** Upon termination of this Lease Agreement, VRSD shall be solely responsible for all liability and expense of the maintenance of the Premises, provided that with respect to termination of the lease of the Coastal Landfill Parcel, VRSD shall comply with all Coastal Landfill Postclosure Maintenance obligations, except for any liability arising from City's negligence, and further provided that, except in the case of termination due to VRSD's default, City shall pay VRSD for all costs, expenses and liabilities incurred by VRSD from the date of termination through December 21, 2025, as a result of any new postclosure maintenance requirement imposed because of development or use of the Premises for Specified Recreational Uses prior to termination, including, but not limited to, additional monitoring of groundwater and/or gas, imposed upon VRSD as a result of the revised Postclosure Plans and/or other regulatory documents relating to the Specified Recreational Uses. In the event of termination arising out of City's decision to not proceed with development of Specified Recreational Uses, City and VRSD, shall cooperate to seek revision of any new postclosure maintenance requirements imposed because of the anticipated development and use of the Premises for Specified Recreational Uses.

25. **HAZARDOUS MATERIALS.** City shall not spray, spread, irrigate, inject, deposit, dispose or otherwise apply under, on or upon the Premises any fertilizer, chemicals, waste products, or other substances which are toxic, hazardous or otherwise inappropriate or illegal for application upon agricultural or horticultural real property, except as reasonably necessary for City to conduct golf course activities on the Premises in accordance with applicable laws, rules, regulations, permit conditions and any manufacturer or supplier guidelines. City shall not use, generate, manufacture, produce, store, treat, dispose or permit the escape on, under, about or from the Premises, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance or related injurious materials, whether injurious by themselves or in combination with other materials. If City breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by City results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which City is legally liable to VRSD for damage resulting therefrom, then City shall indemnify, defend and hold VRSD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or useable space of any amenity of the Premises, damages arising from any adverse impact on developing or marketing the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of the Lease Agreement as a result of such contamination.

26. **SERVICE AGREEMENTS.**

a. **Agreement for Waste Disposal.** City performance of all City obligations under the Agreement for Waste Disposal is an express, material obligation of its performance under this Lease Agreement.

b. **Water and Wastewater Services Agreement**. City performance of all City obligations under the Water and Wastewater Services Agreement is an express, material obligation of its performance under this Lease Agreement.

c. **Additional Waste Disposal Service Agreement.**

(1) If, at any time during the term of the Agreement for Waste Disposal, City or City's designee for solid waste hauling or processing does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated in City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract.

(2) A contract will be deemed to be in effect if: (i) the contract was in effect on the effective date of this Lease Agreement and has not expired or been terminated, either because the original term of the contract is in effect or because the contract is renewed or extended before expiration or termination; or (ii) City entered into the contract after the effective date of this Lease Agreement after giving VRSD an opportunity to offer a proposal, and VRSD did not offer a proposal or VRSD's proposal was not the lowest total cost alternative; or (iii) City's designee for solid waste hauling or processing entered into a contract before or after the effective date of this Lease Agreement. A contract that is in effect may be amended as the parties thereto agree, including but not limited to amendments that affect the number of tons that are subject to the contract, the compensation paid, or the term of the contract.

(3) If a contract proposal made by VRSD to City provides City with the lowest total cost alternative for solid waste disposal at a landfill, City shall accept the proposal and enter into a contract with VRSD for disposal at the Toland Landfill of the number of tons proposed by VRSD at the price proposed by VRSD. The maximum term of such contract shall be five years with an option given to City to renew for an additional five years. VRSD and City shall negotiate in good faith as to any other provisions of the contract, but nothing in this Lease Agreement requires VRSD or City to agree to any other proposed provision of the contract.

(4) In determining whether VRSD has offered City the lowest total cost alternative for solid waste disposal at the landfill, VRSD and City shall compare the tipping fee offered by VRSD and the total cost to City of transportation and disposal at the Toland Landfill to the tipping fee offered by any other proposed contractor and the total cost to City of transportation and disposal at the proposed contractor's landfill.

(5) If a proposed contractor other than VRSD does not wish to make public the tipping fee or any other monetary incentives offered to City, VRSD and City shall devise a procedure, consistent with any State statutes applicable to VRSD and City, whereby a neutral third party chosen mutually by VRSD and City shall obtain the information from City and the proposed contractor in confidence and determine whether VRSD or the proposed contractor offers City the lowest total cost alternative for solid waste disposal at a landfill.

(6) Nothing in this Lease Agreement requires VRSD to make such a proposal or prohibits City from entering into a contract for solid waste disposal with a contractor other than VRSD if VRSD does not make such a proposal or if VRSD's proposal is not the lowest total cost alternative for solid waste disposal at a landfill.

(7) City's designee for solid waste hauling or processing may enter into contracts without regard to this Lease Agreement.

27. **CONDEMNATION**. If all or part of the Premises and/or any part of the Coastal Buffer Parcel or the Coastal Landfill Parcel shall be taken or condemned for a public or quasi-public use, all compensation awarded upon such condemnation or taking shall go to VRSD, and City shall have no claim thereto, and City hereby irrevocably assigns and transfers to VRSD any right to compensation or damages or bonus value of the Lease Agreement to which City may become entitled during the term hereof by reason of the condemnation of all or a part of the Premises; provided, however, that in any condemnation proceeding in which City is not the condemning agency, any portion of said compensation or damages attributable to golf course improvements on the Premises constructed by City shall be paid to City up to the total actual cost of construction incurred by City.

28. **MISCELLANEOUS**

a. **Notices**. All notices, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which event such notice shall be deemed given on the date of delivery), or (b) by first class United States mail, postage prepaid, registered or certified, return receipt requested (in which event such notice shall be deemed given two (2) days after the date of deposit in the mail), and addressed as follows:

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

VRSD:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003
Attention: General Manager

b. **Incorporation of Exhibits**. All Exhibits referred to herein are deemed incorporated herein, as if fully set forth herein.

c. **Amendment**. Neither this Agreement, nor any term, covenant, condition or duty contained herein, may be altered, changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the alteration, change, waiver, discharge or termination is sought. Each party acknowledges and agrees that no agent of any party shall have any actual or apparent authority to rely upon or assert any purported, implied or oral amendment or modification hereof. Each party waives the future right to claim, contend or assert that this Agreement was modified, canceled, superseded or changed by an oral agreement, course of conduct, estoppel or any other occurrence.

d. **Entire Agreement**. This Agreement, together with all instruments, exhibits, schedules and other agreements being executed and delivered simultaneously with or pursuant to this Agreement, or which are incorporated herein by reference, shall constitute the entire agreement among the parties to this Agreement pertaining to the subject matter hereof and supersede all prior understandings and negotiations, whether oral or written. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement. Each party acknowledges that it has expressly bargained for a prohibition of any implied or oral amendments or modifications of any kind, nature or character. Each party acknowledges and agrees that (1) this Agreement is fully integrated and requires no parol evidence to reflect the intentions of the parties, (2) the literal words of this Agreement shall and do govern the transactions described herein, and (3) prior negotiations, drafts and other extraneous communications shall have no significance or evidentiary effect whatsoever.

e. **Captions and Headings**. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation of any provision of or the scope or intent of this Agreement.

f. **No Course of Conduct**. At no time shall the prior or subsequent course of conduct by any of the parties hereto directly or indirectly limit, impair or otherwise adversely affect any of the rights or remedies of any party in connection with this Agreement, or detract from or otherwise affect the literal interpretation and effect of this Agreement, since the parties hereto agree that this Agreement shall only be amended by written instruments executed by the parties, as provided herein.

g. **Interpretation**. This Agreement shall be construed to liberally effectuate the rights and remedies of the parties as expressed herein, and neither such principle of interpretation nor the express language of this Agreement shall be impaired or adversely affected by any prior discussion, form or draft of this Agreement. The deletion of any provision from a prior draft of this Agreement shall not, and shall not be deemed to, constitute (and shall not be used as) evidence of any fact or interpretation, since the parties may disagree as to the meaning and effect of such a deletion, as well

as to their respective reasons for agreeing to such a deletion, and no prior draft of this Agreement shall be admissible as evidence of the meaning of this Agreement.

h. **Construction**. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

i. **Time Is of The Essence**. Time is of the essence in this Agreement, and all deadlines shall be strictly adhered to, unless otherwise provided herein. Any failure or refusal to timely perform any action or duty, no matter how minor or trivial the delay may be, but subject to any applicable grace period, shall be deemed a material breach of this Agreement.

j. **Governing Law**. This Agreement shall be deemed to have been entered into and performed in Ventura County, State of California. All questions of validity and interpretation or performance of any of its terms or any rights or obligations of the parties to this Agreement shall be governed by California law. Any action arising under this Agreement must be initiated, maintained and prosecuted solely in the County of Ventura, State of California.

k. **No Waiver**. The waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. The waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless it is expressly excluded. Any provision of this Agreement may be waived by the party for whose benefit it is made, but no waiver shall be effective unless it is in writing and signed by the waiving party or an authorized representative of the waiving party.

l. **Representation**. The parties hereby acknowledge that each has been represented by independent counsel in negotiation of this Agreement. VRSD has been represented by Mark A. Zirbel, a member of the firm of Arnold, Mathews, Wojkowski & Zirbel, and City has been represented by Gary L. Gillig, City Attorney. The counsel representing each party was of his or her own choosing and this Agreement has been read by the parties and has been explained to them by their respective counsel as to its meaning and legal consequences. The parties have reviewed this Agreement with their respective counsel and have received from their respective counsel satisfactory answers and explanations regarding all matters contained herein as to which they may have had any questions whatsoever. This Agreement or any provision hereof shall be fairly interpreted and shall not be construed strictly against either party on the basis that either party is the drafter of this Agreement or any specific provision hereof.

m. **Attorneys Fees**. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witnesses, travel, etc., and a reasonable attorneys fee to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorneys fees on appeal, if any. The court shall determine who is the "prevailing party." If either party is reasonably required to incur such out-of-pocket expenses and attorney's fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys fees whether or not action is filed.

n. **No Partnership**. Nothing contained in this Agreement shall be construed as or be deemed to create any association, partnership or other business organization as between the parties to this Agreement.

o. **Further Assurances**. The parties agree to execute all documents and instruments and to take all action as may be specifically provided for herein, and shall use their best efforts to accomplish the provisions hereof. As to each document to be prepared, signed, delivered, filed and/or recorded as described herein, any such document, instrument or deed may be hereafter modified or amended in an insubstantial and immaterial manner as reasonably approved by legal counsel to the parties hereto and executed by the parties or their successors and assigns on or before the date such documents are recorded. VRSD's General Manager and City's City Manager are hereby authorized to execute all such documents and instruments and other related documents, including escrow instructions, or take other action consistent with this Lease Agreement and the other agreements referred herein in order to carry out the intent of this Lease Agreement. Each party shall diligently and in good faith pursue the performance of this Agreement and the satisfaction of all contingencies subject to their approval.

p. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part thereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

q. **Successors**. Except as otherwise provided herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

r. **No Third Party Benefitted**. Nothing in this Agreement, whether express or implied, shall be intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

s. **Amended and Restated Lease**. This Lease Agreement replaces and completely supercedes the Golf Course Lease and Landfill Postclosure Maintenance Agreement made by VRSD and City November 14, 2000. This Lease Agreement also replaces and completely supercedes the Golf Course Stockpile Site Lease made by VRSD and City July 1, 2001, and said Stockpile Site Lease shall be deemed terminated effective June 30, 2002; provided, that the provisions of Section 24 of said Stockpile Site Lease shall remain in effect. City shall be entitled to maintain the soil stockpile located on the Coastal Buffer Parcel as of June 30, 2002 for use in preparing the Premises for Specified Recreational Uses.

"VRSD"

VENTURA REGIONAL SANITATION DISTRICT

By: _____
David Bury, Chairman
Board of Directors

ATTEST:
_____
Rhonda Catron, Clerk of the Board

APPROVED AS TO FORM:
_____
Mark A. Zirbel,
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

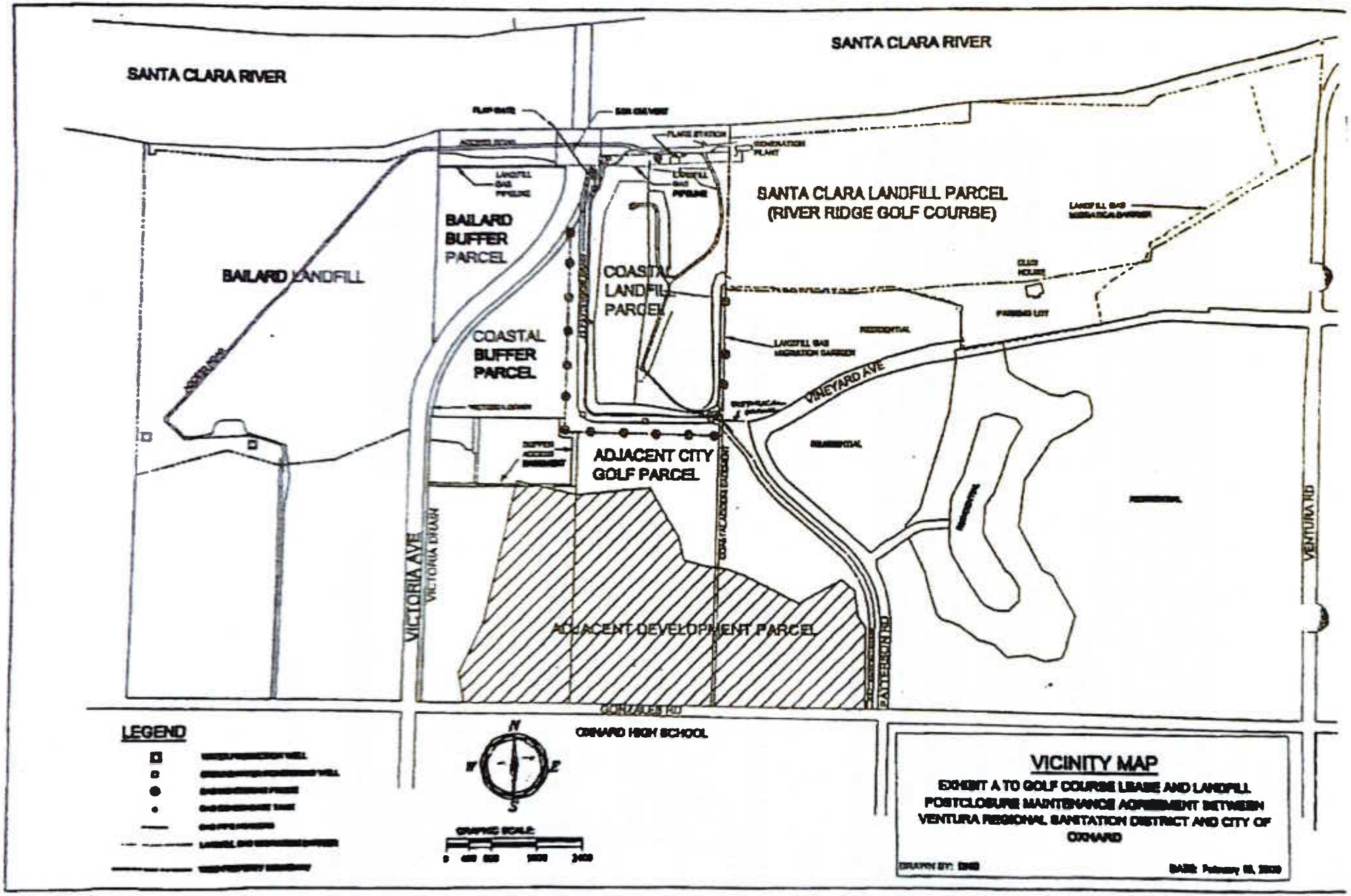
"City"

CITY OF OXNARD

By: _____
Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:
_____
Gary L. Gillig, City Attorney

VRSD\General\Documents\ Oxnard Lease3


SANTA CLARA RIVER
SANTA CLARA RIVER
SANTA CLARA LANDFILL PARCEL
(RIVER RIDGE GOLF COURSE)
BAILARD BUFFER PARCEL
BAILARD LANDFILL
COASTAL LANDFILL PARCEL
COASTAL BUFFER PARCEL
ADJACENT CITY GOLF PARCEL
ADJACENT DEVELOPMENT PARCEL
VINEYARD AVE
VICTORIA AVE
VICTORIA DRAIN
PATTERSON RD
VENTURA RD
GONZALES RD
OXNARD HIGH SCHOOL
LEGEND
N
S
E
W
DRAWING SCALE:
VICINITY MAP
EXHIBIT A TO GOLF COURSE LEASE AND LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT B
(BAILARD BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Westerly terminus of the third course of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county; thence along the boundary of said Deed recorded in Book 4445, Page 904, South 1° 27' 16" West 350.15 feet to the True Point of Beginning; thence continuing along the boundary of Parcel A per said Deed in Book 4445, Page 904 the following 5 courses,

1st: North 89° 45' 45" East 85.54 feet to a point; thence,

2nd: South 1° 27' 16" West 138.48 feet to a point; thence,

3rd: Southerly and Southwesterly along a curve concave Northwesterly, having a radius of 1415.58 feet at a central angle of 37° 14' 52", the radial of which at said point bears North 76° 36' 31" West, an arc distance of 920.26 feet to a point; thence,

4th: South 50° 47' 01" West 399.53 feet to a point; thence,

5th: Southwesterly along a tangent curve concave Southeasterly, having a radius of 1575.00 feet and a central angle of 21° 40' 00", an arc distance of 599.72 feet to a point in the Westerly line of said Parcel B; thence Northerly along the Westerly line of said Parcel B,

6th: North 1° 15' 41" East 1610.81 feet to the Southwesterly corner of that certain Deed recorded in Book 4437, Page 688 of Official Records in the Office of the County Recorder of said county; thence Easterly along the Southerly line of last said Deed,

7th: North 89° 45' 45" East 1053.58 feet to the True Point of Beginning.

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT C
(COASTAL BUFFER PARCEL)

Being Portions of Parcel B, Subdivision No. 4, Rancho El Rio De Santa Clara O' La Colonia as per map recorded in Book 3, Page 44 of Miscellaneous Records (maps), in the Office of the County Recorder, County of Ventura, State of California.

Commencing at the Northwest corner of Parcel B, as shown on that certain map filed in Book 30, Pages 22 and 23 of Parcel Maps, in the Office of the County Recorder of said county; thence Easterly along the Northerly line of Parcel B of said Parcel Map, south 89° 02' 49" East to the Northeast corner of Parcel B of said Parcel Map, said Northeast corner also being the True Point of Beginning; thence Easterly along a prolongation of the North line of Parcel B of said Parcel Map.

1st: South 89° 02' 49" East 817.92 feet to an intersection with the Westerly line of that certain Deed recorded July 15, 1988 as Document no. 88-099785 of Official Records; thence Northerly along said Westerly line,

3rd: North 01° 15' 31" East 1672.65 feet to an intersection with the Southeasterly line of Parcel A as per that certain Deed recorded in Book 4445, Page 904 of Official Records, in the Office of the County Recorder of said county, said intersection also being a point on a curve concave Northwesterly having a radius of 1721.73 feet, a radial line to said curve bears South 58° 29' 32" East; thence Southwesterly along the Southeasterly line of said Deed the following 4 courses,

4th: Southwesterly along said curve through a central angle of 20° 29' 41" an arc distance of 615.86 feet; thence,

5th: South 50° 47' 01" West 408.00 feet to the beginning of a tangent curve concave Southeasterly having a radius of 1380.00 feet; thence,

6th: Southwesterly and Southerly along said curve through a central angle of 41° 11' 11" an arc distance of 992.00 feet; thence,

7th: South 09° 35' 50" West 99.77 feet to an intersection with the Northerly line of Parcel B of said Parcel Map; thence Easterly along said Northerly line,

8th: South 89° 02' 49" East 374.37 feet to the True Point of Beginning.

GOLF COURSE LEASE AND
LANDFILL POSTCLOSURE MAINTENANCE AGREEMENT

EXHIBIT D
(COASTAL LANDFILL PARCEL)

Parcel 1 (Landfill)

Fee simple title in and to a portion of Parcel A of Subdivision No. 4 of the Rancho El Rio de Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the Office of the Ventura County Recorder in Book 3, Page 44, of Miscellaneous Records, described as follows:

Beginning at the Southwest corner of the property deeded to the City of Oxnard and described in Book 3290, Page 40 of Official Records of said County, said point being the Westerly terminus of the sixth course of Annexation No. 68-10 to said City as filed with the Secretary of State on July 8, 1968; thence Northerly 115 feet along the seventh course of said annexation to the True Point of Beginning; thence,

1st: South 87° 47' 14" West 1194.27 feet; thence,

2nd: South 1° 27' 42" West 177.54 feet; thence,

3rd: South 51° 41' 00" West 119.00 feet; thence,

4th: Southerly along a curve concaved Westerly having a central angle of 3° 48' 56", radial bearing of South 71° 32' 56" East and radial distance of 1721.73 feet. This same curve has an arc distance of 114.66 feet to a point in the Westerly line of said parcel "A", (3 M.R. 44) thence,

5th: South 1° 15' 50" West 1926' along the Westerly line of Parcel "A"; thence along a line parallel to the Southerly line of said Parcel "A",

6th: East 1321.98 feet more or less to a point in the East line of Parcel "A", (3 M.R. 44) said point also lying in the Southerly prolongation of the Westerly line of Parcel "B" of Annexation to the City of Oxnard 77-4 as filed with the Secretary of State on November 7, 1978; thence along said Southerly prolongation and the Westerly line of said annexation,

7th: North 1° 15' 50" East 2325.22 feet to the True Point of Beginning and containing approximately 69.3 acres.

Parcel 2 **(Patterson Drain West of Landfill)**

That portion of Parcel B of Subdivision No. 4 of the Rancho El Rio De Santa Clara O'La Colonia, in the County of Ventura, State of California, as shown on the Map recorded in the Office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Easterly line thereof being the Westerly line, and Southerly prolongation thereof, of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura County Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Northwesterly in the Southeasterly line of Victoria Avenue, as described in Parcel A in the Deed to County of Ventura, recorded August 13, 1975, as Document No. 54364, in Book 4445, Page 904 of Official Records, and to terminate in an line parallel with and distant Southerly 120.00 feet from the Westerly prolongation of the Southerly line of said Parcel 1 (Landfill Parcel).

Parcel 3 **(Patterson Drain South of Landfill)**

That portion of Parcel A of Subdivision No. 4 of the Rancho El Rio De Santa Clara o'La Colonia, in the County of Ventura, State of California, as shown on the map recorded in the office of the Ventura County Recorder in Book 3, Page 44 of Miscellaneous Records.

Being a strip of land 120 feet in width, the Northerly line thereof being the Southerly line of Parcel 1 (Landfill Parcel) as described in the Deed to Ventura Regional Sanitation District, recorded April 14, 1986 as Instrument No. 86-043729 of Official Records.

Said strip of land to terminate Easterly and Westerly in the Easterly and Westerly lines of said Parcel A.

EXCEPT all oil, gas, other hydrocarbon substances and minerals in and under said Parcels 1, 2 and 3.

EXHIBIT D-1

Agreement No. 7167-15-CM
VRSD Contract No. 15-027

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 8th day of June, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), and Ventura Regional Sanitation District ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services").

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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

COUNCIL APPROVAL
11/17/15 I-1 (A)
DATE

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $75,050.91 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to, Ventura Regional Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, California 93003 Attention: Frank Kiesler.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services Department, Oxnard, California 93030, Attention: Michael Henderson.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL LLP

MARK ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

JOSIE GUZMAN
Clerk of the Board

VENTURA REGIONAL SANITATION DISTRICT

RICK NEAL, Chairman

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance _____

Fiscal Technician _____

Storm Water Monitoring and Reporting

Conduct storm water monitoring and reporting as outlined in the City's Storm Water Pollution Prevention Plan. Note – The State of California is modifying the General Industrial Permit effective July 1st 2015 that will require an update to the City's Stormwater Pollution Prevention Plan (SWPPP).

1. Collect and analyze 4 storm water samples per year.
2. Conduct up to 6 wet season monthly inspections as required during the rainy season.
3. Conduct 4 dry weather (authorized/unauthorized) inspections of the stormwater discharge locations.
4. Conduct an annual comprehensive site inspection and evaluation of SWPPP.
5. Complete the annual report and upload to the SMARTS system to the State Water Resources Control Board.
6. Recommend updates to the SWPPP based on the comprehensive site evaluation to the City.

Gas Collection System and Flare Operations & Maintenance

1. Operate City's landfill gas (LFG) collection system.
2. Conduct quarterly sump pump maintenance.
3. Conduct LFG flare maintenance.
4. Administer semi-annual comprehensive 3rd party LFG flare maintenance.
5. Coordinate annual gas flare source test.
6. FY 2014/2015 - Oversee implementation of new LFG flare blower assembly and controls update.

Gas Collection System Monitoring

1. Conduct monthly gas collection well-field balancing.

$1,200.00							560	$ 1.00		$560.00
Mileage $560.00										
Subtotal										$9,915.00
	Gas Collection System and Flare Operation & Maintenance	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost		Total Cost
Labor $5,570.00	Landfill Gas Condensate Sump maint.	Senior Solid Waste Worker	8	4	32	$ 99.00				$ 3,162.00
	Supervise GCS operation & maint.	SW Technical Operations Supervisor	8	2	16	$ 110.00				$ 1,760.00
	Assist with gas flare engineering test & source test	Environmental Resource Analyst	3	2	6	$ 107.00				$ 642.00
Materials	Flare Maintenance and repair supplies (1/3 rd cost + 10%)	Materials		1			Lump sum			$ 11,000.00
Outside Contracted Service $7,200.54	Semi-annual flare assessment (1/3 rd cost + 10%)	Contractor		1			Lump sum			$ 2,273.34
	Quarterly Landfill Gas Analytical (1/3 rd cost + 10%)	Contractor		6			4	$ 138.00		$552.00
	Gas flare source test - 1/3rd cost + 10% (Testing requirements vary year to year)	Contractor		1			Lump sum	$ 1,089.00	$	1,089.00
	Annual Flare Destruction Efficiency Test (1/3 rd cost + 10%)	Contractor		1			Lump sum	$ 2,686.20	$	2,686.20
	Maintain City's air compressor quarterly (used to operate gas collection pneumatic liquid collection pumps)	Contractor		4			Qrtly	$ 175.00	$	700.00
Equipment rental $150.00	Man-lift for gas flare source test	Equipment		1			1	$ 150.00	$	150.00
Utility $2,880.00	Electricity utility	SCE utility		12				$ 240.00	$	2,880.00
Mileage $320.00							320	$ 1.00		$320.00
Subtotal										$27,220.54
	Gas Collection System Monitoring	Position	Time (Hours)	Frequency	Total Hours	Hourly Rate	Unit(s)	Unit Cost		Total Cost
Labor $8,792.00	Well-field balancing (monthly)	Engineering Technician	0	12	96	$ 102.00			$	9,792.00
Mileage $400.00							400	$ 1.00		$400.00
Subtotal										$10,272.00
Grand Total										$75,050.91

SIXTH AMENDMENT WITH VENTURA REGIONAL SANITATION DISTRICT FOR MONITORING AND REPORTING SERVICES

Public Works and Transportation Committee
April 13, 2021

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Sixth Amendment to Agreement 7167-15-CM with Ventura Regional Sanitation District in the amount of $105,124.00 for a total not-to-exceed amount of $723,867.91 and to extend the term to June 30, 2022 for monitoring and reporting of the closed Santa Clara Landfill.

BACKGROUND

- Ventura Regional Sanitation District (VRSD) has managed Santa Clara Landfill since closure and building of City's River Ridge Golf Course
- May 2002: Council approved lease (Lease Agreement) from VRSD of two (2) parcels of real property, including landfill parcel for constructing and maintaining golf course facilities
- From 2002 to 2015: VRSD provided regulatory testing and reporting services to monitor area's groundwater and gas emissions affected by presence of decomposing refuse below surface

DISCUSSION

- June 8, 2015: City and VRSD entered into a new agreement for VRSD to continue to provide monitoring and reporting services
- June 30, 2021: Current agreement expires
- Public Works Department requesting a Sixth Amendment to renew for another year
- Increasing contract value and extending term to June 30, 2022
- Services provided by VRSD critical for City to meet local, State and federal air and groundwater quality mandates

FINANCIAL IMPACT

- Total cost for these monitoring and reporting services with VRSD is $105,124 for FY 2021-22 with a not to exceed amount of $723,867.91 through June 30, 2021
- Funds will be included in the FY 2021-22 recommended budget in the Golf fund

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8305 with California Wood Recycling, Inc. dba Agromin, for Organic Waste Recycling Services at Agromin Facilities. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8305 with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $4,200,000 for a three year term through June 24, 2024 to provide organic waste recycling services for the City of Oxnard at permitted Agromin facilities.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8wrV9Og9yxc

BACKGROUND

The Environmental Resources Division collects approximately 13,000 tons per year of organic material from its curbside collection program and 11,000 tons per year from Del Norte Regional Recycling and Transfer Station (Del Norte) customers. Organic material refers to green waste (including yard trimmings and wood waste) and food waste. At the Del Norte Facility, green waste is sorted; cleaned to less than 1% contamination; loaded into tractor-trailers; and hauled to one of two permitted processing centers. Currently, food waste collected through the Environmental Resources Division Food Waste Pilot Program is mixed with post-sorted green waste and hauled to the Simi Valley Recycling Center (SVRC), which is located on the same property as Simi Valley Landfill. These operational elements of the Environmental Resources Division are required through State of California mandates included in Assembly Bills AB 349, AB 939 and AB 1826 and Senate Bill SB 1383. In addition to State mandates, processing of organic materials has several environmental benefits. It decreases the need to use landfills; promotes water conservation through the use of mulch and compost; and reduces the use of chemical fertilizers, pesticides and herbicides. In the future, organic waste will also be used to generate biogas that can generate electricity or potentially be used in the City's Compressed Natural Gas (CNG) vehicles.

DISCUSSION

The City of Oxnard has been contracting with Agromin for organic waste processing since 1996. The current agreement A-8065 expires on June 30, 2021. On December 2, 2020, the City of Oxnard Purchasing Division issued a request for bid (RFB #ER 21-39) to solicit bids from vendors for organic material recycling services.

The RFB was posted on the City's website and www.publicpurchase.com. By the January 14, 2021 RFB deadline, the City received one (1) qualified proposal from Agromin. While Agromin is not the only permitted company in Southern California that accepts and recycles organic waste, it is currently the only permitted company with facilities that are within reasonable distances to the Del Norte Facility. No other competing, permitted organics facilities are located within 25-35 miles (one way) of the Del Norte Facility. With implementation of Mandatory Commercial Recycling (MCR) and Mandatory Organic Recycling (MORe) in Oxnard, our annual organic material tonnages are projected to increase annually. Transferring any material beyond these distances (25-35 miles, one way) would require additional equipment, vehicles and staff at a significant increase in cost to the ratepayers.

Agromin facilities include Limoneira Farms located at 12390 Telegraph Road in Santa Paula, Mountain View Organic Processing Facility at 1641 Mountain View Avenue in Oxnard, and the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley. Due to the environmental sensitivity of the location, the City of Oxnard does not use the Agromin facility on Arnold Road in Oxnard and has excluded this location in the proposed agreement.

Agromin proposes a rate of $53.24 per ton to receive and process organic green waste and wood waste at Limoneira Farms or at the SVRC. Agromin also proposes to receive and process organic food waste for $110.00 per ton at the Mountain View Organic Processing Facility or at the SVRC. The Mountain View Organic Processing Facility in Oxnard will be permitted to process organic waste including food waste and is scheduled to initiate operations in 2022. During the proposed, three-year agreement, the Del Norte Facility is projected to collect approximately 70,000 tons of organic waste (comprising approximately 75% from green waste and food waste) and 25% from wood waste diverted from the waste stream.

The proposed agreement provides extra value to Oxnard residents by providing up to 25,000 complimentary, four-quart compost bags at special community events such as Earth Day, America Recycles Day, Strawberry Festival, and other sustainability or conservation related events in which the City participates. Additionally, Agromin will provide bulk soil amendment products to City parks and landscaping areas for a 30% discount from the retail price.

Oxnard public education strategies will continue to include citywide ratepayer mail-out flyers to cover 35,000 homes with the focus of keeping yard waste containers contamination free. Utility bill inserts also highlight the items accepted in the City's organic collection program. City staff's public outreach activities include public tours of the Del Norte Facility, neighborhood council presentations, and school presentations that have provided additional face-to-face community education opportunities. This comprehensive approach will help the Environmental Resources Division operate more efficiently, comply with State mandates, and control green waste processing costs. All educational and outreach documents are always provided in English and Spanish.

Agromin meets all City contractual provisions including solid waste facility permits for processing organic material, possession of a City business tax certificate, insurance certificates and a corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total estimated cost for this three-year agreement for organic waste recycling services with Agromin is $4,200,000. Funds are budgeted and currently available in the Environmental Resources Enterprise Fund (account 631-6313-842-8280) to cover for the cost of organic material disposal for the remaining period of Fiscal Year 2020-21. The costs for organic material disposal in subsequent fiscal years will be requested during the annual budget process.

FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
$1,300,000	$1,400,000	$1,500,000	$4,200,000

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. A-8305 (Final signed) with California Wood Recycling, Inc. dba Agromin
2. ER 21-39_Agromin_Bid Response
3. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: California Wood Recycling, Inc. DBA: Agromin

(3) Services: Vendor shall provide to City the following services, including providing all labor, materials and equipment to receive Organic Materials from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California 93030, such as Yard Trimmings, Wood Waste and Food Waste, to recycle into products such as, but not limited to, mulch, compost, wood chips, and soil amendments and to market those products, or to use the Organic Materials for cultivation on agricultural property, in a responsible and effective way, at either Limoneria Farms, 12390 Telegraph Road, Santa Paula, California 93060, or at the Simi Valley Landfill and Recycling Center, 2801 Madera Road, Simi Valley, California 93065 or at the Mountain View Organic Processing Facility at 1641 Mountain View Avenue, Oxnard, CA 93030 (collectively called "Processing Centers") as set forth in the "Scope of Services Exhibit", which is attached hereto and incorporated herein.

(4) Schedule of Services: The Vendor's Processing Center shall be open to receive Organic Materials delivered by the City from 5:30 am to 5:00 pm, Monday through Saturday, except for City holidays when collection services are not provided.

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $4,200,000

- $1,300,000 (FY 21-22)
- $1,400,000 (FY 22-23)
- $1,500,000 (FY 23-24)

(7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager

(8) Vendor's Project Manager: Bill Camarillo, Chief Executive Officer

(9) Insurance Coverage: INS-B

(10) What wages are required for this Project?

■ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:
California Wood Recycling, Inc. DBA: Agromin
201 Kinetic Drive
Oxnard, CA 93030
Attn: Bill Camarillo, CEO

FOR CITY:
City of Oxnard – Environmental Resources (ER) Division
111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Todd Vasquez-Housley, ER Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
Bill Camarillo, bill@agromin.com

CITY'S PROJECT MANAGER:
Todd Vasquez-Housley, toddvhousley@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- Scope of Services Exhibit
- Rates and Costs Exhibit
- Schedule of Services Exhibit
- Living Wage Policy Exhibit
  Prevailing Wages Exhibit
- Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. City's Obligations. City shall comply with those obligations of the City set forth in the Scope of Services Exhibit attached hereto.

6. Acceptance of Payment. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. City intends to fund this Agreement through a combination of residential collection fees (user fees) and facility fees. At any time after July 1, 2022, City may terminate this Agreement upon giving not less than ninety (90) days written notice to Vendor if funds in City's yearly final budget are not appropriated by City for this Agreement and provided that funds are not available from other sources. City's notice to Vendor shall include documentation to support the basis for said termination. City shall promptly provide, upon Vendor's reasonable request, any additional documentation relating to termination under this Section 7. City shall pay for all services provided by Vendor prior to termination. Notwithstanding the foregoing, City may not exercise the right to terminate under this provision in order to contract with a different provider.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. If Vendor is able to perform such work, City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination.

a. City may terminate this Agreement at any time, withcause and without penalty, upon 360 calendar days' prior written notice. Such termination shall be effective 360 calendar days from the date of the notice.

b. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination.

c. In the event of a material breach of this Agreement by Vendor, City shall provide Vendor with written notice specifying in reasonable detail the nature of the breach. Vendor shall have sixty (60) calendar days from the date of receipt of such notice to cure the breach. If Vendor fails to cure, City may terminate this Agreement for cause and termination shall be deemed effective after the sixty-day cure period expires.

d. In the event of termination of this Agreement by either party, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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

b. City agrees to indemnify, hold harmless, and defend Vendor, its City council, and every officer, employee, representative or agent of Vendor, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from: (i) any acts or omissions related to this Agreement performed by City or its agents, employees, subcontractors, contractors and other persons acting on City's behalf, and (ii) any Hazardous Substances (as defined in the Scope of Services Exhibit) contained in any material delivered by or on behalf of the City to Vendor.

c. The agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence willfulness or acts for which the indemnifying party or its agents, employees, subcontractors, contractors, and other persons acting on its behalf would be held strictly liable.

d. It is the intention of the parties that, principles of comparative fault will be followed and each party shall bear the proportionate cost of any claims attributable to the relative fault of each party, its governing body, officers, directors, officials, employees, authorized volunteers and agents, and contractors. The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a claim and, thereafter, upon tender in writing to the indemnifying party. The indemnifying party shall defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party. If requested by the indemnifying party, the Indemnified Party agrees to participate, at its own expense, in the defense of a claim to provide testimony or to produce documents or other relevant information. Notwithstanding the foregoing, the Indemnified Party shall be entitled, on its own behalf, and at the expense of the indemnifying party, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should the Indemnified Party elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that the indemnifying party thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. [INTENTIONALLY OMITTED]

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other

information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement for a period of 3 years

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of the parties herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

John C. Zaragoza, Mayor[1] Date

Alexander Nguyen, City Manager
Daniel Willhite, Purchasing Manager
, Buyer

ATTEST:

Rose Chapparo, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/12/21
Stephen M. Fischer, City Attorney (always required) Date

CALIFORNIA WOOD RECYCLING, INC., DBA: AGROMIN

Bill Camarillo, Chief Executive Officer Date

Myron Harrison, Board Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

John C. Zaragoza, Mayor[1] Date

Alexander Nguyen, City Manager
Daniel Willhite, Purchasing Manager
, Buyer

CALIFORNIA WOOD RECYCLING, INC., DBA: AGROMIN

3-17-2021

Bill Camarillo, Chief Executive Officer Date

3/17/2021

Myron Harrison, Board Secretary Date

ATTEST:

Rose Chapparo, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/12/21

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

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SCOPE OF SERVICES EXHIBIT

For all services required under the Agreement, the Vendor shall be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to receive and process Organic Materials such as Yard Trimmings, Wood Waste and Food Waste delivered by City from the Del Norte Facility, and to apply or market the resulting products.

DEFINITIONS

For purposes of the Agreement, the following words have the following meanings:

a. **Yard Trimmings** means and includes any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush and weeds.

b. **Wood Waste** means and includes solid waste consisting of wood pieces or particles, which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials or construction and demolition activities.

c. **Food Waste** means a waste material of plant or animal origin that results from the preparation or processing of food for animal or human consumption that is separated from the municipal solid waste stream. Food waste includes, but is not limited to, food waste from food facilities as such as restaurants, food processing establishments, grocery stores, institutional cafeterias such as schools and hospitals, and residential food scrap collection.

d. **Residuals** means non-processable materials left over after Organic Materials delivered to Vendor by the City are processed and that must be disposed of as waste in a permitted facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not yard Trimmings, Wood Waste or Food Waste.

e. **Organic Materials** shall mean yard Trimmings, Wood Waste, and Food Waste.

f. **Processed Materials** means Yard Trimmings, Wood Waste or Food Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals, such as grinding, shredding, screening, source separating for grain size or processing means.

g. **Hazardous Substances** means: (i) Any waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" pursuant to any state or federal law, including but not limited to the Resource Conservation Recovery Act, 42 United States Code section 6901 et seq., as amended, and the regulations promulgated thereunder; (ii) Any waste that contains polychlorinated biphenyls (PCBs) or any other substance whose storage, treatment or disposal is subject to regulation of the Toxic Substances Control Act, 15 United States Code section 2601 et seq., as amended, and the regulations promulgated thereunder; (iii) Any waste that contains a "reportable quantity" of one or more "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601, et seq., as amended, the California Health and Safety Code, and the regulations promulgated thereunder; (iv) Any substance that contains actionable levels of radioactive material; or (v) Any waste resulting from medical procedures that may cause or is capable of causing a disease, such as biological waste, cultures and stocks of etiologic agents and associated biologicals, pathological waste and sharps that have been removed from their original sterile containers.

VENDOR SERVICES

a. Subject to the terms of this Agreement, Vendor shall receive all Yard Trimmings, Wood Waste and Food Waste delivered by the City to grind, sort and process those Organic Materials into usable or marketable products. City shall determine the appropriate Processing Center to which the Organic Materials shall be delivered. Vendor

shall not be obligated to accept Organic Materials in excess of permitted capacity.

b. Vendor agrees to handle, market or cultivate and otherwise divert from disposal, all reusable Yard Trimmings, Wood Waste and Food Waste processed from Organic Materials delivered by City in a responsible and effective way. Vendor agrees to store and handle all Organic Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance. Vendor shall receive all revenues from subsequent sales of processed Yard Trimmings, Wood Waste and Food Waste.

c. Vendor shall operate and maintain a scale system at Vendor's Processing Centers. If Vendor's scales are inoperable, trucks shall be weighed at the Del Norte Facility or such other certified weigh station as designated by City. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weight scales described above, minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Vendor shall submit to City a copy of the certificate of registration of Vendor's scales issued by the Ventura County Department of Weights and Measures.

d. Vendor shall maintain the access roads and tipping areas at the Processing Center in such condition as to facilitate the receipt of City delivered materials. Vendor shall provide ample space for City's tractor-trailers to enter, unload, maneuver and exit Vendor's facility. Vendor shall expedite City tractor-trailer operator's turnaround time in a safe and reasonable manner.

e. Throughout the term of Agreement, Vendor shall possess and maintain a Solid Waste Health Permit issued by the Ventura County Environmental Heatlth Division for the permitted activity of chipping, grinding and compost operation.

f. Upon the City's request, Vendor shall provide input to the City's educational programs, designed to reduce Residuals in the Yard Trimmings, Wood Waste and Food Waste collected, and outreach and promotional efforts to increase the amount of Yard Trimmings, Wood Waste and Food Waste recycled.

g. Upon the City's request, Vendor shall provide input and assistance toward City's collection and processing of Organic Materials and the education and promotion of residential curbside recycling of Yard Trimmings, Wood Waste and Food Waste. Vendor shall make periodic status reports as needed by City.

h. Upon City's request, Vendor shall advise City on its Organic Materials collection and processing operation and future energy-from-waste technologies at the Del Norte Facility.

i. Vendor shall provide up to 25,000 bags of four-quart complimentary samples of compost available to Oxnard residents during City special community events such as Earth Day Festival, America Recycles Day and Composting Workshops. The 25,000 bags of compost shall be provided by the Vendor each year for a total of 75,000 bags for the three-year term of this Agreement. The compost bags represent a benefit value of $75,000 to the City. City shall provide Vendor with reasonable notice of the special community events. Vendor shall provide supply of complimentary compost bags for customers at the Del Norte Facility.

j. Vendor shall provide the City soil amendment products for City parks, landscaping, and general services at a thirty-percent (30%) discount of the public retail price that is manufactured and sold by the Vendor.

VENDOR REPORTING AND RECORD KEEPING

a. Vendor shall weigh each City load delivered to the Vendor's Processing Center on a certified scale at the entrance to the facility and shall provide the City's tractor-trailer operator with a weigh ticket for each load. At a minimum, the weigh ticket shall indicate the date, time, City vehicle number, gross weight, tare weight, net weight, tip fee price per ton, total price, ticket number and a signature of the scale house operator and the City tractor-trailer operator. Whether Vendor or City is operating or employing the scale, that party shall maintain and make available to the other party the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type

of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Organic Materials delivered to Vendor's facility and accepted by Vendor.

b. Vendor shall conduct a semi-annual (every six months) composition study to characterize the Yard Trimmings, Wood Waste and Food Waste delivered by the City to determine the residual percentages by weight. A report shall be submitted to the City within ten (10) working days of the commencement of each semi-annual period. The residual percentage documented in that report shall be the basis for that period's billing. The reports shall include tons/weight delivered from City, tons/weight processed for market or agricultural cultivation and tons/weight of Residuals.

c. The City shall have the right to request additional reports from the Vendor which shall not be unreasonably refused.

d. All of the Vendor's records and reports, related to the performance of services under the Agreement, shall be maintained for a period of three (3) years after the termination of the Agreement.

DELIVERY OF MATERIALS

City and Vendor agree and acknowledge that City delivered Organic Materials contain Residuals, the percentage of which Residuals varies from load to load of Organic Materials. City and Vendor agree and acknowledge that City delivered Organic Materials that contain Yard Trimmings, Wood Waste and Food Waste may contain up to one-percent (1%) Residuals, City shall use reasonable efforts to minimize and reduce the amount of Residuals sent to Vendor, including public awareness and education, mailers and similar notices to its residents. Vendor shall have the right to reject any loads containing in excess of one percent (1%) Residuals. If Organic Materials consistently contain more than 1% Residuals, Vendor and City shall meet and confer to improve City's processing methods to clean the Organic Materials.

VENDOR'S OPERATING SCHEDULE

a. The Vendor's Processing Center shall be open to receive Organic Materials such as Yard Trimmings, Wood Waste and Food Waste, delivered by the City of Oxnard in City vehicles, from 5:30 am to 5:00 pm, Monday through Saturday, except for City holidays when collection services are not provided.

b. The Vendor's operating schedule for the processing of Organic Materials such as Yard Trimmings, Wood Waste and Food Waste is independent of the requirement to receive Organic Materials delivered by the City and shall be at the Vendor's sole discretion. Vendor shall not allow unprocessed materials to accumulate in volumes inconsistent with the operating permits for the Processing Centers that could result in City Organic Materials not being accepted for delivery.

RESIDUALS MANAGEMENT

a. The Vendor is responsible for the cost of containing, hauling and disposing of Residuals processed from Organic Materials such as Yard Trimmings, Wood Waste and Food Waste delivered by City, except as otherwise provided in this Agreement.

CITY'S OBLIGATIONS

a. During the term of this Agreement, City shall deliver all of its Organic Materials to Vendor's Processing Centers. City shall use reasonable efforts to ensure a steady stream of Organic Materials to Vendor's Processing Centers.

b. City shall use all reasonable care to prevent the inclusion of any Hazardous Substances in any material delivered by or on behalf of City. Vendor shall have the right to reject any materials that reasonably appear to include Hazardous Substances. If any material is reasonably suspected or determined by Vendor to contain Hazardous Substances, City shall cause to be performed any testing that is reasonably necessary to determine whether or not the

material contains Hazardous Substances or City may, at its option, choose to remove the material from Vendor's facility. If upon testing it is determined that the material contains Hazardous Substances, City shall manage said material in accordance with all requirements of applicable laws. City shall be named on the hazardous waste manifest as the originator of the Hazardous Substance. City shall use best management practices to minimize the impacts to Vendor's facility or its operation resulting from the Hazardous Substances.

RATES AND COSTS EXHIBIT

Vendor agrees to accept the below referenced fees for billing for Vendor's services, including the handling of Organic Materials and marketing or cultivating for agricultural purposes of processed Yard Trimmings, Wood Waste and Food Waste, as provided in this Agreement. Vendor is responsible for all expenses associated with processing or diverting the Organic Materials, including Residuals, waste control fees and integrated waste management planning fees imposed by the County of Ventura, or physical damage to Vendor's equipment caused by processing Organic Materials delivered by City.

ITEM NO.	ORGANIC MATERIALS AND DELIVERY LOCATIONS	COST PER TON DELIVERED BY CITY TO VENDOR	ANNUAL ESTIMATED TONS
1.	Yard Trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds. Agromin Organics Recycling at Limoneira Farms, 112390 Telegraph Road, Santa Paula, CA 93060.	$53.24	15,000
2.	Wood Waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities. Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065 or the Agromin Organics Recycling at Limoneira Farms, 112390 Telegraph Road, Santa Paula, CA 93060.	$53.24	5,000
3.	Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption. Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065 or the Mountain View Organic Processing Facility at 1641 Mountain View Avenue, Oxnard, CA 93030.	$110.00	200

Vendor shall submit to City a bi-weekly invoice for all Organic Materials delivered by City in the previous two-week period. In a form satisfactory to City, invoice information shall include daily dates of delivery by each tractor-trailer or truck, tractor-trailer or truck number, weight ticket number, weight of delivered Organic Materials, total cost of delivered load, summary totals such as number of tractor-trailer or truck deliveries, total weight, weight/ton and tip fee itemization of Organic Materials and total invoice amount due. City shall pay Vendor within thirty (30) days of receipt of an invoice.

Vendor shall submit bi-weekly invoices for Organic Materials delivered from City to: City of Oxnard –Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmental Resources Division Manager.

The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment. The annual price adjustment shall be based on the CPI and shall be first effective July 1, 2022 and on July 1 of each subsequent year during the term of this Agreement. The annual adjustment shall be according to the percentage change in the CPI, all items, prepared by the U.S. Department of Labor, Bureau of Labor Statistics for the Los Angeles, Long Beach, Anaheim (CUURS49ASA0) area relating to all urban consumers (CPI-U), index base 1982-84 = 100, comparing December of the previous year to December of the current year.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

INSURED

COMPANIES AFFORDING INSURANCE COVERAGE

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

COVERAGES

LIABILITY LIMITS IN THOUSANDS $

	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
_____		
_____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

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

Name: _____

Address: _____

Telephone: ( ) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

c. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

d. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

SCHEDULE OF SERVICES EXHIBIT

The Vendor's Processing Center shall be open to receive Organic Materials such as Yard Trimmings, Wood Waste and Food Waste, delivered by the City of Oxnard in City vehicles, from 6:30 am to 5:00 pm, Monday through Saturday, except for City holidays when collection services are not provided. Vendor shall be excused for delays resulting from causes beyond the control of vendor.

City of Oxnard
Request for Bid
ER 21-39

Organic Materials Recycling Service

Purchasing Division
300 West Third Street
Oxnard, CA 93030

Response to Bid
ER 21-39

Organic Materials Recycling Service

Agromin
201 Kinetic Drive
Oxnard, CA 93030

CITY OF OXNARD
INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

1.1 As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

1.2 Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

1.3 There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

1.4 Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.

- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

1.6 The City cannot guarantee you will receive notice of every opportunity to sell to the City, it is encouraged to visit our Purchasing website at https://www.oxnard.org/rfps-and-rfqs/ for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

PREPARATION OF BID

1.0 Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
December 2, 2020	Release of Solicitation
December 15, 2020	Non-Mandatory Bidders Meeting 10:00 a.m. Del Norte Facility, 111 S. Del Norte Blvd, Oxnard
January 7, 2021	Last day for Questions by Bidders
January 14, 2021	Submission of the Proposal is due to the City of Oxnard Purchasing Division by **2:00 p.m.** **on** publicpurchase.com
January 18- January 22, 2021	Review of Proposals
January 25 – February 4 2021	Agreement Development/Negotiations
March 23	Public Works and Transportation Committee
April 20	City Council approval
July 1	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

3.0 PREPARATION OF BID

3.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications**. Failure to do so may cause rejection of the bid.

3.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

3.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

3.4 The bid must be submitted by an authorized agent of the submitting entity.

4.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

5.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

Statement of Qualifications:

Agromin is a leader in organics recycling and one of the most trusted and recognized providers of sustainable organic waste solutions to meet California diversion and recycling mandates. We provide a full spectrum of organic waste recycling services and high-quality products, including premium soil and mulch products and customized waste-to-energy solutions to meet the needs of our community partners and customers. Inspired by nature and enhanced by modern science, our innovative solutions balance ecology with economics to cultivate a planet that is truly sustainable.

The company was founded in 1972 and began recycling organic waste in 1993 to provide a solution for Ventura County to comply with California's AB 939, which required cities and counties to divert 50% of their waste streams from landfills by 2000.

With nearly 30 years of experience, Agromin has since expanded its operations to manage organic materials for over 200 cities in California, including communities in Santa Barbara, Los Angeles, Orange, Riverside, San Bernardino, San Diego and several Northern California counties.

Agromin currently operates nine (9) organic materials processing facilities in California with plans for developing many more. Each year, Agromin manages 750,000 tons of organic waste materials through its processing facilities. To date, Agromin has responsibly transformed over 8 million tons of organic waste into nutrient-rich compost for use in agriculture, landscape and retail markets. Further, in addition to Agromin-operated facilities, Agromin also markets and distributes compost for its strategic partners throughout the state of California to facilitate the successful movement of products to market with the goal of promoting healthy soils in the state.

We are passionate about innovating every aspect of the recovery and renewal loop. We demonstrate this passion everyday through our excellence with organics diversion and recycling, compost manufacturing, marketing and distribution and regulatory compliance. Agromin employs more than 180 dedicated individuals who believe in our mission for a sustainable future. With the combined expertise of our corporate and operations teams, we are able to leverage a wide range of skills for not only developing, permitting, and operating our organic materials processing facilities throughout the state, but also providing the highest-quality service to our customers.

Over the years, Agromin has refined its infrastructure, processing technologies and logistics network to support the statewide tons of organic material Agromin currently manages. As a result, Agromin provides comprehensive diversion services of organic materials for waste haulers, landfills and municipalities. Additionally, Agromin transforms these organic materials into more than 250 types of value-added, sustainable products. These products are delivered to multiple markets with speed and efficiency. Some of the markets served include agriculture, commercial landscape, retail customers and waste to energy projects.

Agromin is committed to creating capacity to serve communities and has positioned itself to better serve its jurisdictional partners in order to help them comply with California Legislation SB 1383 requirements. Today, Agromin has four (4) permitted facilities in Ventura County. With the planned expansion of its current Limoneira/Agromin Ag Composting Operation to a fully permitted commercial compost center, permitted capacity in the County will be 295,000 tons per year. Within the state of California, Agromin has a total of one million (1,000,000) tons per year of planned and current permitted capacity. Agromin's expertise, reputation, infrastructure and technological capabilities have allowed for continuous growth and success in the industry, which in turn, has benefitted our customers.

As a leader in the industry, Agromin continues to expand its capabilities by developing strategic partnerships with other California composters and waste haulers. We also work closely with California counties, cities, municipalities, schools and communities to inform members of the public about the importance of organic waste recycling. These strategic alliances prove to be especially beneficial in light of regulatory changes, such as SB 1383, as they provide a degree of flexibility, combined expertise and expanded capacity for continued compliance and uninterrupted service for our customers.

As we work towards a more sustainable future, we continually strive to provide educational opportunities for the communities we serve. Agromin plays an active role in helping its communities learn about the importance of conservation and recycling. We regularly conduct field trips to our Ventura County locations and donate soil to several school garden projects and nonprofit organizations each year. Agromin is also a regular participant in Ventura County Farm Day where we open our doors to the public to allow children and adults to learn first-hand about organics recycling.

Agromin offers several key advantages to its customers, including: unmatched experience with developing and operating organic materials processing facilities, enough current and planned capacity to support our customer's current and future tonnages, redundancy in pre-processing and composting facilities to prevent service interruptions, and committed strategic partners who share our values and support our operations.

AB 1826 and SB 1383 Compliance:

Agromin has been working with the City to reach AB 1826 and SB 1383 goals since June 2017 when Agromin commissioned the development of the AB 1826/SB 1383 Organic Waste Recycling Plan 2017 to determine tonnage amounts and generators. The purpose of this Organic Waste Recycling Plan was to justify the permitting of the Mt. View Organic Waste Processing Facility within the city limits of Oxnard to process up to 300 tons per day of commercial organic waste. CalRecycle concurred with the issuance of the Solid Waste Facility Permit for the Mt. View Organic Waste Processing Facility on October 25, 2019. Construction is underway with plans to be operational soon. To be in compliance with both AB 1826 and SB 1383, the City will need to expand its collection program during the term of this contract. This will result in a significant increase in the volume of organic waste processing, which has not been identified by CalRecycle, but has been calculated by Agromin.

The 2017 Organic Waste Recycling Plan had identified that the City would need to divert an additional 88,773 new SB 1383 tons by 2025 where approximately 58,432 tons were commercial organic waste. This was based upon a fair-share model where each jurisdiction diverts their proportion of organic waste from landfills to meet the 75% statewide diversion mandate by 2025. The Mt. View Organic Waste Processing Facility was designed to accommodate all of the city's commercial food waste. With a new Solid Waste Characterization Study by CalRecycle in 2018 coupled with a significant increase in disposal amounts, the SB 1383 targeted waste stream tonnage amounts were updated to comply with the 75% diversion by 2025 mandate, which shows that a total 95,953 new tons will need to be diverted.

SB 1383 Regulations were adopted in November 2020 and will be effective on January 1, 2022. The SB 1383 Tools are published and Agromin has participated in the webcasts. Since due progress has not been made toward reducing organics by 50% in 2020, the AB 1826 threshold has been lowered to 2 cubic yards of MSW per week by CalRecycle, starting January 1, 2021. Agromin can assist the City in determining the eligible AB 1826 accounts using a CalRecycle waste generation model.

CalRecycle will continue to allow Good Faith Efforts with AB 341 and AB 1826 under the AB 939 regulations and policies until December 2021. CalRecycle published the much-needed SB 1383 Compliance Process, based upon a jurisdiction making a 'Substantial Effort'. Cities will need to make a 'Substantial Effort' starting January 1, 2022, where Agromin can assist on providing processing capacity for the new SB 1383 tons.

As calculated in the model SB 1383 spreadsheet, the City would need to collect the following additional tons to comply with AB 1826 and SB 1383 by 2025 as part of their municipal collection, where Agromin has options to provide processing capacity as noted below for the current tons and the anticipated new SB 1383 tons.

Municipal residential collection and processing:

- Manage the current 15,000 tons and increase public outreach starting January 1, 2022 with the City to collect up to 4,200 new tons of yard trimmings.
- Start a bagged residential food collection program starting on January 1, 2022 with yard trimmings to adding up to 13,000 tons per year of residential food waste to be co-collected with residential yard trimming.
- These materials would be delivered to the Del Norte Regional Recycling and Transfer Station for load-checking, processing, and transfer:
    - From July 1, 2021 to January 1, 2022, the yard trimmings will be transferred to Agromin-Limoneira Compost Facility and/or the Agromin Organics Recycling Facility.

- As Option 1, the bagged residential food waste will be recovered and would be delivered to the Simi Valley Landfill and Recycling Center for further processing and transferred to a permitted compost facility. As Option 2, the bagged food waste material would be delivered to the Mt. View Organic Waste Processing Facility when it becomes operational in 2022, for further processing.

Municipal commercial waste organic collection and processing:

- Keep existing pilot program underway under AB 1826 accepting up to 200 tons per year of food waste and deliver to the Simi Valley Landfill and Recycling Center as Option 1.
- Expand the pilot program in early 2022 under SB 1383 with the beginning of operations of the Mt. View Organic Waste Processing Facility as Option 2. Increase program to accept up to 19,700 tons per year of commercial organics with an average contamination rate of 30% that will be processed into a slurry.

Self-Haul Program at the Del Norte Regional Recycling and Transfer Station:

- Manage the current 5,000 tons and increase public outreach starting January 1, 2022 with the City to receive up to 11,200 new tons of yard trimmings and wood waste. These materials would be delivered to the Del Norte Regional Recycling and Transfer Station for load-checking, processing, and transfer, and will be transferred to Agromin-Limoneira Compost Facility and/or the Agromin Organics Recycling Facility.

SB 1383 Procurement Plan:

SB 1383 sets forth requirements for jurisdictions to procure organic waste products to ensure a market for the newly diverted materials. For each jurisdiction, at least 0.08 tons per person per year of organic product equivalent is to be procured. For Oxnard, with a population of 209,879 in 2019, the equivalent to 16,790 tons of organic product procured means 9,738 tons of finished compost, 16,790 tons of mulch, 1.25 MW of bioenergy, or 352,597 DGE (diesel gallon equivalents) of RNG. Jurisdictions are able to use any combination of this procurement to reach the target.

Agromin who will be processing the City's organics that are collected and could broker all of the 9,738 tons of compost or 16,790 tons of mulch, and full fill this SB 1383 mandate upon the City.

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:
California Wood Recycling, Inc. dba Agromin
Agromin is a California "C" Corp established in 1991.

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision-making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

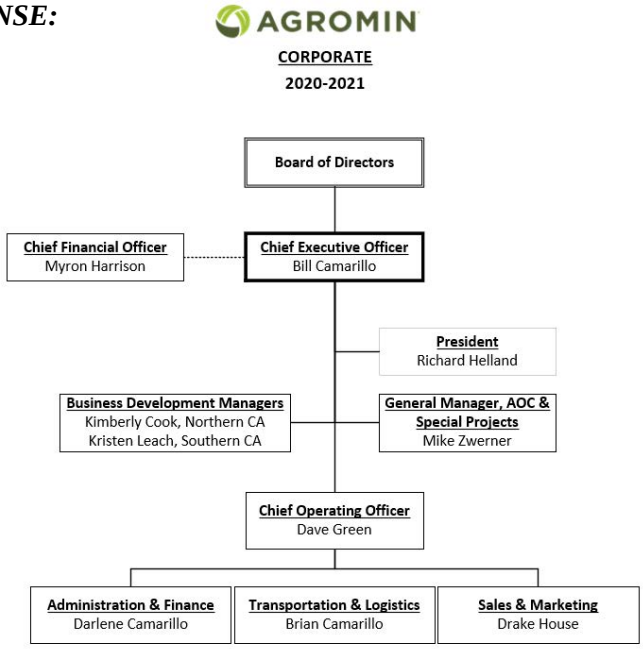
ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***
Owners: Bill Camarillo, Ted Elliott, Richard Helland, Rodney Helland, Myron Harrison, Ralph Harrison and Jim Harrison.
There have been no contributions made to Elected Officials by the owners of the company.

ii. ***BIDDER'S RESPONSE:***



iii. ***BIDDER'S RESPONSE:***
California Wood Recycling, Inc. dba Agromin was established in 1991 and has been in business providing organic materials recycling services to our customers for the last 28 years.

iv. ***BIDDER'S RESPONSE:***
Agromin Corporate Office
201 Kinetic Drive
Oxnard, CA 93030

Corporate Office (17 Employees)
Staff Allocation:
Officers - 3
Administrative - 8
Sales - 4
Maintenance - 2

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:
N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:
N/A

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE:
Bill Camarillo

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

[See Next Page]

BILL CAMARILLO

i. BIDDER'S RESPONSE:
Chief Executive Officer

ii. ***BIDDER'S RESPONSE:***
Bill Camarillo remains passionate after 28 years in the industry as the leader of one of the largest organics recyclers in California and the United States. He plays a key role in engineering sustainability through organic waste conversion. Agromin's more than 250 eco-friendly organic soil and mulch products are sold in retail, agriculture, landscape and energy sectors. Its products are earth-friendly and the result of more than 8 million tons of organic waste materials recycled in California since 1991.

Bill's charter is to build on Agromin's leadership in the organic wase material recycling market, including building new markets, developing strategic partnerships, extending the company's existing business, ensuring operational excellence, and creating continued brand awareness. Under Bill's leadership, Agromin has received numerous awards recognizing its sound business practices, and its recycling and sustainability efforts. These include the CRRA's 2009 "Leadership in Organics" award, and the City of Ventura's 2009 "Environmental Excellence Award."

iii. ***BIDDER'S RESPONSE:***

- **Limoneira Company Organics Recycling** (2004 – present). Development of the state of the art 295,000 tons per year Commercial Organics Processing Operation, utilizing organics to create energy through Anaerobic Digestion in addition to the suite of composting technologies.
- **Mountain View Organic Waste Processing Facility** (2019 – present). Development of commercial food processing facility that will manage source separated food waste and compostable fibers through technologically advanced bioreactors.
- **Simi Valley Recycling Center** (2018 – present). Pre-processing operations that manage green waste and food waste with 120,000 TPY of green waste and 6,000 TPY of food waste.

iv. ***BIDDER'S RESPONSE:***
M.S. Business Administration – University of Redlands
B.S. Business Administration – University of Redlands
A.A. Liberal Studies – College of the Desert
A.S. Electronics Technology – College of the Desert

v. ***BIDDER'S RESPONSE:***
N/A

vi. ***BIDDER'S RESPONSE:***
N/A

DAVE GREEN

i. BIDDER'S RESPONSE:
Chief Operating Officer

ii. ***BIDDER'S RESPONSE:***
As Agromin's Chief Operating Officer, Dave is responsible for the transformation of organics into high value compost and mulch for use in sustainable agriculture, landscape and retail marketplaces. He has leveraged his expertise to position Agromin for growth while maintaining a balance between environmental compliance and business opportunities. During his tenure, Dave has developed programs to effectively market, sell and distribute over 6 million cubic-yards of mulch, compost and soil amendments.

Dave joined Agromin in 1999 and brought with him over 20 years of extensive business and compliance management experience with Southern California Gas Company, operating in highly regulated environments.

Born and raised in Simi Valley, California, Dave earned a Bachelor of Science in Business Management from the University of Redlands. He takes pride in working for one of the largest organics recyclers in California and an innovative provider of sustainable organic products. Dave says, "We are always looking for new technologies that can repurpose organic material to benefit not only our customers but the environment."

iii. ***BIDDER'S RESPONSE:***
- Facilitator for the City of Santa Barbara Food Waste Composting Program.
- Responsible for the construction of two compost facilities using ECS CASP technologies (Oxnard and Chino, CA).
- Project Manager for the construction of the CNG Refueling Station at Joint Bases Ventura County (Point Mugu).

iv. ***BIDDER'S RESPONSE:***
B.S. Business Management - University of Redlands

v. ***BIDDER'S RESPONSE:***
N/A

vi. ***BIDDER'S RESPONSE:***
N/A

KRISTEN LEACH

i. BIDDER'S RESPONSE:
Southern California Business Development Manager

ii. ***BIDDER'S RESPONSE:***
Kristen has over six years of experience providing technical and specialized business development and compliance support within the Organic Waste Diversion and Recycling industry. She joined the Agromin team in 2014 and took on the role of Compliance Manager, quickly familiarizing herself with Agromin's unique business operations and developing knowledge of the regulatory landscape with regard to environmental and safety compliance. Kristen played a key role in developing best management practices to ensure compliance while preserving business initiatives. Her focus included air, water, equipment and fleet compliance, as well as OSHA compliance and safety training for employees.

While working as Compliance Manager, Kristen earned her MBA from California Lutheran University. Her business knowledge and dedication to quality work paved the way to her current role as Southern California Business Development Manager. In her role, Kristen researches business opportunities, creates value for customers, assists in the development of new facilities, drafts and reviews contracts, prepares business proposals, and maintains in-depth knowledge of Agromin's value proposition and services. Kristen works closely with the Agromin team to integrate contract requirements with business operations, as well as continually develop and incorporate new, innovative ways to serve customers.

iii. ***BIDDER'S RESPONSE:***

- **Limoneira Company Organics Recycling** (2014 – present). Present development of the state of the art 295,000 tons per year commercial organics processing operation.
- **Mountain View Organic Waste Processing Facility** (2019 – present). Present development of this commercial food processing facility.
- **Simi Valley Recycling Center** (2018 – present). Pre-processing operations that manage green waste and food waste.

iv. ***BIDDER'S RESPONSE:***
MBA, Human Capital Management – California Lutheran University
M.S. Clinical Psychology – California Lutheran University
B.A. Psychology – California State University, Channel Islands

v. ***BIDDER'S RESPONSE:***
N/A

vi. ***BIDDER'S RESPONSE:***
N/A

CITY INFORMATION

6.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

7.0 INTRODUCTION

The City of Oxnard (City) is requesting proposals to secure an experienced vendor to receive organic material such as yard trimmings, wood waste and food waste collected by the City to process and convert the materials into products such as, but not limited to, mulch, compost wood chips, soil amendments, etc., and to market those products, or use the materials for cultivation on agricultural property, in a responsible and effective way.

Assembly Bill 1826 requires all local jurisdictions including the City of Oxnard to implement an organic waste recycling program to divert organic waste generated by businesses and multifamily residential dwelling units that consist of five or more units. In addition, Senate Bill 1383 further requires all entities, commercial, multifamily and residential, to subscribe to organic waste collection services, or an equivalent alternative diversion method. Mandatory recycling, in lieu of landfilling, of organic waste reduces greenhouse gas emission, and through composting, can produce renewable energy and fuel. The Vendor shall work with the City to reach AB 1826 and SB 1383 goals and compliance.

8.0 BACKGROUND INFORMATION

To be in compliance with both AB 1826 and SB 1383, the City will expand commercial organics and food waste collection programs during the term of this contract. This will result in a significant increase in the volume of organic materials requiring processing. The City's Environmental Resources Division (Division) provides municipal automated collection of residential curbside yard waste and wood materials on a bi-weekly basis. The Division also collects yard trimmings and wood waste from commercial customers using front-end loading collection vehicles and from industrial operations using roll-off boxes. The City has initiated a pilot program for food waste collection involving two local businesses. The City collects up to 200 tons a year in food waste for this pilot program. The City may expand food waste programs during the term of this contract.

In addition to the City's municipal collection programs, the Del Norte Regional Recycling and Transfer Station (Station) 111 South Del Norte Boulevard, Oxnard, California 93030 receives mixed and source separated yard waste from permitted haulers and self-haulers.

While the Station accepts such materials, it is not specifically designed to sort and/or process large volumes of mixed yard trimmings and wood waste.

The Division currently collects approximately 16,000 tons per year of yard trimmings and wood waste from its municipal collection programs and 4,000 tons of materials from the Station. The City's municipal collection program direct hauls its yard trimmings and wood waste to the Station where the material is sorted and cleaned to less than 1% residual. The clean organic material is transported by tractor-trailer to a facility permitted to compost the material.

9.0 PROJECT DESCRIPTION

Proposals are being solicited from vendors with demonstrated experience in the processing of organic materials into usable products and effectively market those products. Section 10 "Scope of Services" in this RFB provides the service requirements the vendor is expected to perform.

Moreover, the selected vendor will be expected to be flexible in accepting materials delivered by the City and proactive in providing services at a high standard of quality and to add or modify the services as requested to improve such services, whenever feasible, throughout the term of agreement. The City is interested in bidder's ability to provide conversion technologies or its plans to do so in the future.

10.0 SCOPE OF SERVICES

The scope of service should be carefully reviewed by all proposers as it provides the detailed terms, conditions and scope of services that will define the contractual arrangements to be included in the Final Agreement between the City and vendor, selected through this RFB process, to provide organic materials processing and marketing services.

For all services required under the Agreement, the vendor will be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to receive, process organic materials delivered by the City and to market the resulting products.

Vendors submitting bids shall possess and submit a copy, with their bid, their Solid Waste Health Permit issued by the Ventura County Environmental Health Division for the permitted activity of chipping, grinding, and compost operation.

<u>VENDOR SERVICES</u>

The Vendor shall receive all organic materials such as yard trimmings, wood waste and food waste delivered by the City, grind, sort, and process those materials into usable or marketable products, and market the products, or use them for cultivation on agricultural property, in a responsible and effective way.

The Vendor shall conduct a semi-annual (every six months) composition study to characterize the organic materials delivered by the City to determine the residual percentages by weight. A report shall be submitted to the City within ten working days of the commencement of each semi-annual period, and the residual percentage documented in that report shall be the basis for billing for that period.

The Vendor shall maintain the access roads and tipping areas at the processing site in such condition as to facilitate the receipt of City delivered materials and to expedite the turnaround time of City trucks in a safe and reasonable manner.

Upon the City's request, the Vendor shall provide input to the City's educational programs designed to reduce residuals in the yard trimmings, wood waste and food waste collected and outreach and promotional efforts to increase the amount of yard trimmings and wood waste recycled.

REPORTING AND RECORD KEEPING

The Vendor shall weigh each City load delivered to the processing facility on a certified scale at the entrance to the facility and shall provide the City's truck operator with a weigh ticket for each load. At a minimum, the weigh ticket shall indicate the date, time, City vehicle number, gross weight, tare weight, net weight, tip fee price per ton, total price, type of material (residential, commercial, industrial, tractor-trailer), ticket number and a signature of the scale house operator and the City truck operator.

The Vendor shall provide a monthly invoice to the City for materials delivered each calendar month that includes the ticket number of all weigh tickets included in the invoice tonnages. The invoice shall also indicate the number of loads, net tonnage, price per ton and total price for the invoice period.

The Vendor shall provide the City with semi-annual (every six months) reports on the material diversion achieved through the processing of organic materials and shall include such data as tons of material by category (residential, commercial and industrial, Station-tractor-trailers) delivered by the City, tons processed for market, and the amount of residual tons requiring landfill disposal.

The Vendor shall provide a semi-annual (every six months) report on the composition of the organic materials (i.e. yard trimmings, wood waste and food waste) delivered by the City including the the residual percentage and weight.

The City shall have the right to request additional reports from the Vendor which shall not be unreasonably refused.

All of the Vendor's records and reports, related to the performance of services under the Agreement, shall be maintained for a period of three years after the termination of the Agreement.

DELIVERY OF MATERIALS

City shall use Vendor's facility to process organic materials such as yard trimmings, wood waste and food waste delivered by the City generated from City residential, commercial and industrial collection. The City may also deliver organic materials such as yard trimmings, wood waste and food waste to Vendor from the Del Norte Regional Recycling and Transfer Station (Station). City and Vendor agree and acknowledge that City delivered yard trimmings and wood waste contain up to 1% residuals.

VENDOR OPERATING SCHEDULE

The Vendor's processing facility shall be open to receive organic materials delivered by the City of Oxnard in City vehicles from 5:30 am to 5:00 pm Monday through Saturday except for City holidays when collection services are not provided.

The Vendor's operating schedule for the processing of organic materials is independent of the requirement to receive materials delivered by the City and shall be at the Vendor's sole discretion. The Vendor shall not allow unprocessed materials to accumulate in volumes not consistent with the operating permits for the facility that could result in City materials not being accepted for delivery.

RESIDUALS MANAGEMENT

The Vendor is responsible for the cost of containing, hauling and disposing of residuals processed from organic materials delivered by City. If the Vendor's facility site is located in Oxnard, the City will be responsible for placing a rolloff container at the site for regularly scheduled container removal and empty. Vendor shall pay rates for rolloff container services as established in City Ordinance for solid waste system charges and user fees. The City shall haul from the Vendor's facility site and shall deliver these residuals to Station.

City shall use its reasonable efforts to minimize and reduce the amount of residuals (up to 1%) sent to Vendor, including public awareness and education, mailers, to its residents and similar notices.

The City does not have rates established for the collection, transport and disposal of residual materials from properties outside its city limits. If the Vendor's processing facility is located outside of City of Oxnard's city limits, the Vendor will not be able to use City collection services for residuals hauling and disposal services. The Vendor may direct haul residual with their equipment from its facility to the Station.

COMPENSATION AND PAYMENT METHOD

The sole compensation will be the payment of tipping fees on a per ton basis for organic materials delivered for processing in City vehicles. The Vendor shall retain any proceeds from the sale of products, resulting from the processing of materials delivered by the City. The Vendor shall provide in their proposal the tip fee of organic materials to include yard trimmings, wood waste and food waste on a per ton basis that City delivers to the Vendor's facility site.

Vendor agrees to accept the above referenced fee as full payment for Vendor's services, including the handling of organic materials and marketing or cultivating for agricultural purposes of processed organic materials. Vendor is responsible for all expenses associated with processing or diversion of the organic materials including residual material, waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Vendor's equipment caused by processing organic materials delivered from City.

Vendor shall submit to City a bi-weekly invoice for all organic materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered yard waste and wood materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of yard trimmings wood waste and food waste material and total invoice amount due. City shall pay Vendor within 30 days of receipt of an invoice.

Vendor shall submit bi-weekly invoices for organic materials delivered from City vehicles to: City of Oxnard Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmnetal Resources Division Manager.

11.0 TERM

The period of performance anticipated for this solicitation ~~and~~ shall be for three (3) years, from (July 1, 2021 thru June 30, 2024) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

For yard trimmings, wood waste and food waste delivered by the City to the Bidder containing less than one-percent (1%) residuals. It is the intent of the City to supply the Bidder with all its collected yard trimmings, wood waste and food waste. The total estimated annual collected volume of yard trimmings is 15,000 tons, wood waste 5,000 tons and food waste 200 tons. When considering Bidder bid proposals, the City will determine the transport distance to Bidder's facility as a City cost factor. The bidder's site for receiving the City's organic materials shall be within 30 miles distance of the Station (111 South Del Norte Boulevard, Oxnard, California 93030) for bid proposal consideration.

Option 1

ITEM NO.	MATERIALS OR SERVICES	COST PER TON DELIVERED BY CITY TO BIDDER	ANNUAL ESTIMATED TONS	
1.	Yard trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds	$53.24 + CPI	15,000	Agromin-Limoneira Compost Facility & Agromin Organics Recycling
2.	Wood waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities.	$53.24 + CPI	5,000	Agromin-Limoneira Compost Facility & Agromin Organics Recycling
3.	Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption.	$110.00 + CPI	200	Simi Valley Landfill & Recycling Center (27 miles via Hwy 118)

The lowest bidder will be determined by the cost per ton. To be in compliance with both AB 1826 and SB 1383, the City will expand commercial organics and food waste collection programs during the term of this contract. This will result in a significant increase in the volume of organic materials requiring processing.

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process.

Authorized Signature	Authorized Signature
Bill Camarillo	
Print Signature	Print Signature
CEO	
Title	Title

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#03	
#02		#04	

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

For yard trimmings, wood waste and food waste delivered by the City to the Bidder containing less than one-percent (1%) residuals. It is the intent of the City to supply the Bidder with all its collected yard trimmings, wood waste and food waste. The total estimated annual collected volume of yard trimmings is 15,000 tons, wood waste 5,000 tons and food waste 200 tons. When considering Bidder bid proposals, the City will determine the transport distance to Bidder's facility as a City cost factor. The bidder's site for receiving the City's organic materials shall be within 30 miles distance of the Station (111 South Del Norte Boulevard, Oxnard, California 93030) for bid proposal consideration.

Option 2

ITEM NO.	MATERIALS OR SERVICES	COST PER TON DELIVERED BY CITY TO BIDDER	ANNUAL ESTIMATED TONS	
1.	Yard trimmings such as yard clippings, leaves, tree trimmings, pruning, brush and weeds	$53.24 + CPI	15,000	Agromin-Limoneira Compost Facility & Agromin Organics Recycling
2.	Wood waste such as wood pieces or particles from manufacturing of wood products, harvesting, processing or storage of raw materials, construction and demolition activities.	$53.24 + CPI	5,000	Agromin-Limoneira Compost Facility & Agromin Organics Recycling
3.	Food Waste such as waste material of plant or animal origin that results in the preparation or processing of food for animal or human consumption.	$110.00 + CPI	200	Mt. View Organic Waste Processing Facility

The lowest bidder will be determined by the cost per ton. To be in compliance with both AB 1826 and SB 1383, the City will expand commercial organics and food waste collection programs during the term of this contract. This will result in a significant increase in the volume of organic materials requiring processing.

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process.

Authorized Signature	Authorized Signature
Bill Camarillo	
Print Signature	Print Signature
CEO	
Title	Title

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#03	
#02		#04	

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

INSTRUCTIONS:

1. This permit must be maintained on site. There is a fee to replace this Permit.
2. Permit fees are due annually. If your billing address changes, you are required to notify the Environmental Health Division at the address below.

LIMONEIRA/AGROMIN
201 KINETIC DR.
OXNARD, CA 93030

DETACH FORM HERE AND MAINTAIN ON SITE

VENTURA COUNTY
ENVIRONMENTAL HEALTH DIVISION
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93003-1730
805/654-2813

SOLID WASTE HEALTH PERMIT

REGULATED FACILITY: **LIMONEIRA/AGROMIN**
12390 TELEGRAPH RD
SANTA PAULA, CA 93060

Facility ID: FA0009836
Account ID: AR0011754
Permit ID: PT0015348
Issued: 11/26/2020
Expires: 12/31/2021

OWNER NAME: **CALIFORNIA WOOD RECYCLING, INC**

PERMITTED ACTIVITY

CHIPPING & GRINDING OPERATION

COMPOST OPERATION

DIRECTOR, ENVIRONMENTAL HEALTH DIVISION

This permit to operate is issued in accordance with Ventura County Ordinance Code Section 4702, is NOT TRANSFERABLE and is valid only through continued compliance with all State and local laws, ordinances, rules and regulations applicable to the type of establishment for which this permit was issued and upon payment of annual renewal fee. This permit is the property of the Ventura County Environmental Health Division and may be suspended or revoked for due cause.

MAINTAIN PERMIT ON SITE

INSTRUCTIONS:

1. This permit must be maintained on site. There is a fee to replace this Permit.
2. Permit fees are due annually. If your billing address changes, you are required to notify the Environmental Health Division at the address below.

ATTN : DARLENE CAMARILLO
AGROMIN ORGANICS
201KINETIC DR.
OXNARD, CA 93030

DETACH FORM HERE AND MAINTAIN ON SITE

VENTURA COUNTY
ENVIRONMENTAL HEALTH DIVISION
800 SOUTH VICTORIA AVENUE
VENTURA, CA 93003-1730
805/654-2813

SOLID WASTE HEALTH PERMIT

REGULATED FACILITY : **AGROMIN ORGANICS**
6859 ARNOLD RD
OXNARD, CA 93033

Facility ID: FA0010283
Account ID: AR0013008
Permit ID: PT0015552
Issued: 5/26/2020
Expires: 6/30/2021

OWNER NAME : **AGROMIN**

PERMITTED ACTIVITY

COMPOST OPERATION

CHIPPING & GRINDING OPERATION

DIRECTOR, ENVIRONMENTAL HEALTH DIVISION

This permit to operate is issued in accordance with Ventura County Ordinance Code Section 4702, is NOT TRANSFERABLE and is valid only through continued compliance with all State and local laws, ordinances, rules and regulations applicable to the type of establishment for which this permit was issued and upon payment of annual renewal fee. This permit is the property of the Ventura County Environmental Health Division and may be suspended or revoked for due cause.

MAINTAIN PERMIT ON SITE

SOLID WASTE FACILITY PERMIT

Facility Number:
56-AA-0178

1. Name and Street Address of Facility:	2. Name and Mailing Address of Operator:	3. Name and Mailing Address of Owner:
Mountain View Organic Waste Processing Facility (MVOWPF) 1641 Mountain View Ave. Oxnard, CA, 93030	California Wood Recycling, Inc., a California Corporation dba Agromin 201 Kinetic Drive Oxnard, CA 93030	Sullenger Family Trust Attn: Arlene Sullenger 15 Carriage Square Oxnard, CA 93030

4. Specifications:

a. Permitted Operations: ☐ Solid Waste Disposal Site ☐ Transformation Facility

X Transfer/Processing Facility (MRF) ☐ Other: _____

Permitted Waste: Organic waste, food material, mixed material (MSW)

☐ Composting Facility

b. Permitted Hours of Operation: Receipt of Refuse/Waste: Materials Receiving, Processing, and Maintenance 24 hours per day Monday through Sunday.
Administrative Offices: 8:00am to 5:00pm Monday through Friday.

c. Permitted Maximum Tonnage: _____300_____Tons per Day

d. Permitted Traffic Volume: _____51_____Vehicles per Day (not including employees' or visitors' vehicles)

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Transfer/Processing
Permitted Area (in acres)	1.49	1.21
Design Capacity (tons)		480

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Approving Officer Signature
Charles Genkel, Director

6. Enforcement Agency Name and Address:

Ventura County Environmental Health Division
800 S. Victoria Avenue
Ventura, CA 93009-1730

7. Date Received by CalRecycle: August 26, 2019

8. CalRecycle Concurrence Date: October 7, 2019

9. Permit Issued Date: OCT 25 2019

10. Permit Review Due Date: Oct. 25, 2024

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT

Facility Number:

56-AA-0178

12. Legal Description of Facility:

The legal description of this facility is contained on page 4, Appendix A Part 2, and Appendix B Figure 2, of the Transfer/Processing Report (TPR) for Mountain View Organic Waste Processing Facility (MVOWPR), dated June 21, 2019.

The site parcel, identified as APN 201-0-260-095, is 1.49 acres in size and located on the northern side of Mountain View Avenue within Township 2 N, Range 22 W, San Bernardino Baseline and Meridian; with transfer/processing operations occupying 1.21 acres.

Latitude: 34.1893821; Longitude: -119.161223.

13. Findings:

a. This permit is consistent with the Ventura County Integrated Waste Management Plan, which was approved by CalRecycle on June 19, 2001. The location of the facility is identified in the City of Oxnard Non-Disposal Facility Element (NDFE) and the Source Reduction and Recycling Element (SSRE) and the Ventura County NDFE, pursuant to Public Resources Code (PRC), Section 50001(a).

b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC Section 44010.

c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC Section 44009.

d. The City of Oxnard Fire Department has determined that the facility is in conformance with applicable fire standards, pursuant to PRC Section 44151.

e. CEQA Documentation: A Notice of Exemption was certified by the City of Oxnard, Development Services Department, Planning Division (Lead Agency) and filed with the Ventura County Clerk and Recorder on June 21, 2019 and filed with the State Clearinghouse on June 27, 2019. The Notice of Exemption is consistent with and supports the design and operation described in the Report of Facility Information, the Transfer/Processing Report (TPR), and authorized by the issuance of this permit.

f. The City of Oxnard, Development Services Director has determined that the facility is compatible with surrounding land use through approval of Planning and Zoning Permit Resolution No. 2017-200-09, dated December 20, 2018.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical, liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Report of Facility Information: Transfer/Processing Report (TPR)	June 21, 2019	CEQA Documents: Notice of Exemption (State Clearinghouse)	June 27, 2019
Land Use Permit: City of Oxnard Planning and Zoning Permit Resolution No. 2017-200-09	December 20, 2018	APCD Permit to Operate—Exempt from Rule 10 permit requirements	May 23, 2019

SOLID WASTE FACILITY PERMIT

Facility Number:

56-AA-0178

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Local Enforcement Agency (LEA) according to the frequencies listed below. Monthly reports shall be submitted no later than the fifteenth (15th) day of the month immediately following the reporting month. All operation records are to be kept at the office on-site and shall be available for inspection by the LEA.

Program	Reporting Frequency
a. The monthly Waste Receipt Questionnaire (WRQ) report shall be submitted to the EA not later than 15 days after the close of the reporting month. Per operating day, records are to be maintained for the following operations: 1. The number and type of vehicles using the facility. 2. Quantities and types of waste received for transfer and processing. 3. Quantities and types of residual waste recycled. 4. Quantities of residual waste transported off-site for disposal. 5. Quantities of household hazardous waste received, including universal wastes.	Monthly
b. Daily log book or file of special occurrences encountered during operations and methods used to resolve problems arising from these events.	Notify LEA by telephone within 24 hours
c. Records of all public complaints regarding this facility and the operator's actions taken to resolve these complaints.	Notify LEA in writing within 24 hours
d. Results of the hazardous waste load check program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly Maintain Onsite
e. Employee training log with dates of the training and course description.	Monthly Maintain Onsite
f. Logs and reports of all shutdowns greater than 8 hours.	Notify LEA in writing within 24 hours
g. Records as required by 14 CCR 18809 et seq. Disposal Reporting Requirements for a Station.	Monthly

SOLID WASTE FACILITY PERMIT

Facility Number:
56-AA-0178

17. Local Enforcement Agency (LEA) Conditions:

a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 California Code of Regulations.

b. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the LEA.

c. This permit is subject to review by the LEA and may be temporarily suspended or revoked at any time by the LEA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq and associated regulations.

d. The LEA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.

e. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the LEA at least 180 days in advance of the change.

f. A copy of the solid waste facility permit and the current Transfer Processing Report, shall be available and maintained at the facility.

g. The operator shall maintain a log of special/unusual occurrences and actions taken to mitigate the occurrence. Special occurrences include but are not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage.

h. Materials accepted at the facility include: organic waste, mixed material, and food material including expired food material in sealed containers placed on pallets. Sealed containers mean containers closed tightly enough to: prevent liquid from infiltrating into or leaking out of the container; and prevent the propagation and migration of vectors; and the food material remains within the unopened containers at all times through transference to the receiving hoppers.

i. No self-haul vehicles are allowed; the facility is restricted to commercial vehicles only.

j. Outdoor storage of incoming materials is prohibited.

k. There will be no indoor open storage of organic waste in bunkers or on a tipping pad.

l. Reject materials and residual waste shall be removed from the facility within 48 hours. Residual waste shall be transferred to a permitted landfill and/or materials recovery facility.

m. Waste material shall not reach composting temperatures (122 F) and no composting activities shall take place on site.

n. The facility shall be conducted and maintained to prevent the creation of a nuisance.

California Environmental Protection Agency

Gavin Newsom
California Governor

Jared Blumenfeld
Secretary for Environmental Protection

Scott Smithline
CalRecycle Director

Department of Resources Recycling and Recovery

October 7, 2019

Charles Genkel, Director
Ventura County
Environmental Health Division
800 S. Victoria Avenue
Ventura, CA 93009-1730

SUBJECT: Mountain View Organic Waste Processing Facility– Permit Concurrence for New Solid Waste Facilities Permit - SWIS Number 56-AA-0178

Dear Mr. Genkel:

On October 7, 2019, the Department of Resources Recycling and Recovery concurred on the issuance of a New Solid Waste Facilities Permit, SWIS Number 56-AA-0178, for Mountain View Organic Waste Processing Facility, Ventura County. Enclosed is the permit most recently received on August 26, 2019, for your execution.

Please submit a copy of the issued permit to the Permitting & Assistance Branch via the LEA Final Web Portal at: https://www.calrecycle.ca.gov/LEA/Portal. Thank you for your assistance throughout the permitting process.

Sincerely,

Paulina Lawrence, Chief
Permitting & Assistance Branch
Waste Permitting, Compliance & Mitigation Division

Enclosure

SOLID WASTE HEALTH PERMIT

Permit for Mountain View is currently in progress

(Permit will be provided when available, if requested)

ATTACHMENT B
COMPANY INFORMATION

Name of Company: California Wood Recycling, Inc. dba Agromin

Address: 201 Kinetic Drive, Oxnard CA 93030

Service to provide: Organic Materials Recycling Services

Main Point of Contact: Bill Camarillo

Fed Tax ID: 77-0272639 City Tax ID: 21-00095092

E-mail: bill@agromin.com Phone: (805) 485-9200

10.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

11.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE: See Below***

b. ***BIDDER'S RESPONSE: See Below***

c. ***BIDDER'S RESPONSE: See Below***

d. ***BIDDER'S RESPONSE: See Below***

e. ***BIDDER'S RESPONSE: See Below***

CERTIFICATIONS

I, Bill Camarillo, a duly authorized agent of California Wood Recycling, Inc. dba Agromin

Printed Name of Agent/Officer **Name of Organization**

hereby certify that California Wood Recycling, Inc. dba Agromin by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Bill A Camarillo Date: 1·13·2021

Title of Agent/Officer: CEO

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

[See next page]

BILL CAMARILLO

a. BIDDER'S RESPONSE:
Chief Executive Officer

b. ***BIDDER'S RESPONSE:***
Bill Camarillo remains passionate after 28 years in the industry as the leader of one of the largest organics recyclers in California and the United States. He plays a key role in engineering sustainability through organic waste conversion. Agromin's more than 250 eco-friendly organic soil and mulch products are sold in retail, agriculture, landscape and energy sectors. Its products are earth-friendly and the result of more than 8 million tons of organic waste materials recycled in California since 1991.

Bill's charter is to build on Agromin's leadership in the organic wase material recycling market, including building new markets, developing strategic partnerships, extending the company's existing business, ensuring operational excellence, and creating continued brand awareness. Under Bill's leadership, Agromin has received numerous awards recognizing its sound business practices, and its recycling and sustainability efforts. These include the CRRA's 2009 "Leadership in Organics" award, and the City of Ventura's 2009 "Environmental Excellence Award."

c. ***BIDDER'S RESPONSE:***

- **Limoneira Company Organics Recycling** (2004 – present). Development of the state of the art 295,000 tons per year Commercial Organics Processing Operation, utilizing organics to create energy through Anaerobic Digestion in addition to the suite of composting technologies.
- **Mountain View Organic Waste Processing Facility** (2019 – present). Development of commercial food processing facility that will manage source separated food waste and compostable fibers through technologically advanced bioreactors.
- **Simi Valley Recycling Center** (2018 – present). Pre-processing operations that manage green waste and food waste with 120,000 TPY of green waste and 6,000 TPY of food waste.

d. ***BIDDER'S RESPONSE:***
N/A

e. ***BIDDER'S RESPONSE:***
N/A

DAVE GREEN

a. BIDDER'S RESPONSE:
Chief Operating Officer

b. ***BIDDER'S RESPONSE:***
As Agromin's Chief Operating Officer, Dave is responsible for the transformation of organics into high value compost and mulch for use in sustainable agriculture, landscape and retail marketplaces. He has leveraged his expertise to position Agromin for growth while maintaining a balance between environmental compliance and business opportunities. During his tenure, Dave has developed programs to effectively market, sell and distribute over 6 million cubic-yards of mulch, compost and soil amendments.

Dave joined Agromin in 1999 and brought with him over 20 years of extensive business and compliance management experience with Southern California Gas Company, operating in highly regulated environments.

Born and raised in Simi Valley, California, Dave earned a Bachelor of Science in Business Management from the University of Redlands. He takes pride in working for one of the largest organics recyclers in California and an innovative provider of sustainable organic products. Dave says, "We are always looking for new technologies that can repurpose organic material to benefit not only our customers but the environment."

c. ***BIDDER'S RESPONSE:***
- Facilitator for the City of Santa Barbara Food Waste Composting Program.
- Responsible for the construction of two compost facilities using ECS CASP technologies (Oxnard and Chino, CA).
- Project Manager for the construction of the CNG Refueling Station at Joint Bases Ventura County (Point Mugu).

d. ***BIDDER'S RESPONSE:***
N/A

e. ***BIDDER'S RESPONSE:***
N/A

KRISTEN LEACH

a. BIDDER'S RESPONSE:
Southern California Business Development Manager

b. ***BIDDER'S RESPONSE:***
Kristen has over six years of experience providing technical and specialized business development and compliance support within the Organic Waste Diversion and Recycling industry. She joined the Agromin team in 2014 and took on the role of Compliance Manager, quickly familiarizing herself with Agromin's unique business operations and developing knowledge of the regulatory landscape with regard to environmental and safety compliance. Kristen played a key role in developing best management practices to ensure compliance while preserving business initiatives. Her focus included air, water, equipment and fleet compliance, as well as OSHA compliance and safety training for employees.

While working as Compliance Manager, Kristen earned her MBA from California Lutheran University. Her business knowledge and dedication to quality work paved the way to her current role as Southern California Business Development Manager. In her role, Kristen researches business opportunities, creates value for customers, assists in the development of new facilities, drafts and reviews contracts, prepares business proposals, and maintains in-depth knowledge of Agromin's value proposition and services. Kristen works closely with the Agromin team to integrate contract requirements with business operations, as well as continually develop and incorporate new, innovative ways to serve customers.

c. ***BIDDER'S RESPONSE:***

- **Limoneira Company Organics Recycling** (2014 – present). Present development of the state of the art 295,000 tons per year commercial organics processing operation.
- **Mountain View Organic Waste Processing Facility** (2019 – present). Present development of this commercial food processing facility.
- **Simi Valley Recycling Center** (2018 – present). Pre-processing operations that manage green waste and food waste.

d. ***BIDDER'S RESPONSE:***
N/A

e. ***BIDDER'S RESPONSE:***
N/A

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Gold Coast Recycling
Address:	5275 Colt Street, Ventura CA
Contact person:	George Harrison
Email address:	georgeh@ejharrison.com
Telephone number:	(805) 647-1414
Project name:	Organic Waste Recycling Services
Dates worked performed:	1995 – Present
Summary of scope of services:	Agromin provides the Gold Coast Transfer Station with trailers and transfers 100 tons of organic waste materials daily to Agromin Organics Recycling.
Project cost:	$53.24/ton + CPI

Reference 2	
Company name:	Waste Management
Address:	2801 Madera Road, Simi Valley CA
Contact person:	Mike Smith
Email address:	msmith@wm.com
Telephone number:	(805) 955-4301
Project name:	Simi Valley Landfill & Recycling Center
Dates worked performed:	2004 - Present
Summary of scope of services:	In 2004, Agromin developed and currently operates an on-site pre-processing facility at the Simi Valley Landfill to help Waste Management reduce ADC through diversion within 48 hours of receipt of all their inbound green, food and C&D (Construction & Demolition) waste (totaling 200 TPD). Pre-processed material is then hauled offsite to Agromin Organics Recycling.
Project cost:	$70.00/ton + CPI

Reference 3	
Company name:	County of Ventura
Address:	800 S. Victoria Ave, Ventura CA
Contact person:	Mike Powers, CEO
Email address:	Michael.powers@ventura.org
Telephone number:	(805) 654-2681
Project name:	Organic Waste Recycling Services
Dates worked performed:	1993 - Present
Summary of scope of services:	Agromin has been providing organics waste recycling services for green waste, wood waste and food waste for all 10 cities in Ventura County. We have been recycling organics in the County since 1993 and has recycled more than 5 million tons of organics, in collaboration with EJ Harrison & Sons and Waste Management as the collection companies for the cities and county.
Project cost:	$53.24/ton + CPI

Reference 4	
Company name:	City of Ventura
Address:	501 Poli Street, Ventura CA
Contact person:	Joe Yahner, Environmental Sustainability Division Manager
Email address:	jyahner@ci.ventura.ca.us
Telephone number:	(805) 652-4558
Project name:	Organic Waste Recycling Services
Dates worked performed:	1993 – Present
Summary of scope of services:	Agromin has been providing organic waste recycling services since 1993, when it started the City's first curbside green waste recycling collection program with EJ Harrison and Sons.
Project cost:	$53.24/ton + CPI

Reference 5	
Company name:	City of Santa Barbara
Address:	735 Anacapa Street, Santa Barbara CA
Contact person:	Rene Everly, Environmental Services Manager
Email address:	reverly@santabarbaraca.gov
Telephone number:	(805) 564-5678
Project name:	Food Waste Recycling Services
Dates worked performed:	2016 – Present
Summary of scope of services:	Agromin has been providing food waste recycling services for the City of Santa Barbara since December 2016. It currently has recycled more than 7,500 tons of food waste into compost for the City.
Project cost:	$113.40/ton + CPI

Reference 6	
Company name:	City of Santa Monica
Address:	2500 Michigan Avenue, Santa Monica CA
Contact person:	Yvonne Yeung, Principle Administrative Analyst
Email address:	Yvonne.yeung@smgov.net
Telephone number:	(310) 458-8522
Project name:	Co-Collected Organics Recycling Program
Dates worked performed:	2013 – Present
Summary of scope of services:	Agromin has been providing a co-collected organics recycling program for green waste, wood waste and food waste with the City of Santa Monica in collaboration with Waste Management as the transportation company since September 2013. We currently have recycled more than 75,000 tons or organic waste for the City.
Project cost:	$70/ton + CPI

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

1. Los Angeles County Sanitation District (2020) – Calabasas Landfill
   5300 Lost Hills Road, Agoura CA
   Organic materials processing @ $58.00/ton + CPI
   Contact: John Chung – email: jchung@lacsd.org / phone: (562) 980-4288

2. Los Angeles County Sanitation District (2020) – Scholl Canyon Landfill
   7721 North Figueroa Street, Los Angeles CA
   Organic materials processing @ $58.00/ton + CPI
   Contact: John Chung – email: jchung@lacsd.org / phone: (562) 980-4288

3. City of Sacramento (2020)
   Organic materials processing @ 77.00/ton +CPI
   Contact: John Febbo – email: jfebbo@cityofsacramento.org / phone: (916) 420-6647

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

There are no failures or refusals to complete contracts to disclose.

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes_____ No ___X___

1. If so, explain the circumstances:

N/A

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Bill Camarillo

depose and say that I am CEO
("Sole Owner", "A Partner", "President", or other proper title)

of California Wood Recycling, Inc. dba Agromin
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

Bill Camarillo, CEO

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

Ordinance No. 2852
Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

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Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

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

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT F

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: California Wood Recycling, Inc. dba Agromin

Physical Address: 201 Kinetic Drive, Oxnard CA 93030

Phone: (805) 485-9200 E-Mail: bill@agromin.com

Date Principal Business Address Established: March 2008 No. of Company Employees at this address: 17

If less than 36 months, list previous City of Oxnard location: N/A

City Business License No.: 21-00095092 Taxpayer Identification No. (TIN): 77-0272639

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): Corporate and sales

Signature of Company Official 1.13.2021 Date

Bill Camarillo, CEO
Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

CITY OF OXNARD CALIFORNIA

RECEIVED
FEB 24 2020
AGROMIN

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City.
The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws.
Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - **Multiple business tax certificates; branch establishments.**

(a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.

(b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.

(c) A person shall obtain a business tax certificate for each branch establishment of the same business.

(d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - **Nontransferability.** No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - **Duplicate Business tax certificates.** If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20- **Posting and carrying business tax certificate.**

(a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.

(b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - **Time for payment.**

(a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.

(b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

OCC sec 11-22 - **Delinquency; penalties; installment payments.**

(a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars ($10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the bisness tax due.

OCC sec 11-22 - **No refund on cessation of business.**

(a) A certificant shall not be entitled a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

BUSINESS TAX CERTIFICATE

NON TRANSFERRABLE OR ASSIGNABLE

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

Classification Code No: **9001-29**

Certificate No: **21-00095092** Control No: **93568**

Date Issued: **2/18/20** Expiration Date: **1/31/21**

Classification Code Description: **WHOLESALE**

OXT0218A *** 4000000197 197/1

Owner's Name: **CALIFORNIA WOOD RECYCLING**

Business Address: **201 KINETIC DR**

AGROMIN
201 KINETIC DR
OXNARD CA 93030-7900

POST IN A CONSPICUOUS PLACE
This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

October 1, 2009

ACCOUNT NUMBER

099785648 - 00004

AGROMIN HORTICULTURAL SOILS
CALIFORNIA WOOD RECYCLING, INC.
201 KINETIC DR
OXNARD CA 93030-7900

Office of Control:
Sacramento Office

NOTICE TO PERMITTEE: You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at *www.cdtfa.ca.gov*
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

April 1, 2013

ACCOUNT NUMBER

099785648 - 00005

AGROMIN HORTICULTURAL SOILS
CALIFORNIA WOOD RECYCLING, INC.
6859 ARNOLD RD
OXNARD CA 93033-8701

Office of Control:
Sacramento Office

NOTICE TO PERMITTEE: You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV. 18 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at *www.cdtfa.ca.gov*
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

ONLINE SERVICES FILING RECORD:

State of California
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

Taxpayer Name: AGROMIN HORTICULTURAL SOILS

Account Type: Sales and Use Tax

Return Type: Original

Account Number: 099-785648

Period Begin: July 01, 2020

Period End: September 30, 2020

Due Date: November 02, 2020

Remaining Due: $30,542.00

Sales & Use Tax: 401-A	
Total (gross) Sales	$10,371,362.00
Purchases subject to Use Tax	$0.00
Sales of Fixtures and Equipment	$0.00
Total Sales and Purchases	**$10,371,362.00**
Total Nontaxable Transactions	$9,589,239.00
Taxable Transactions	$782,123.00
State Tax	$46,927.00
County Tax	$1,955.00
Local Tax	$7,821.00
District Tax	$8,249.00
Total State, County, Local, and District Tax	$64,952.00
Excess Tax Collected	$0.00
Total Tax	$64,952.00
Credit for Partial Exemptions	$0.00
Sales or Use Tax paid to other states	$0.00
Tax Recovery Adjustment	$0.00
Credit for Aircraft Common Carrier Partial Exemption	0.00
Net Tax	$64,952.00
1st Prepayment	$18,150.00
2nd Prepayment	$16,260.00
Less Tax Prepayments	$34,410.00
Remaining Tax	$30,542.00
Penalty	$0.00
Interest	$0.00
Total Amount Due and Payable	$30,542.00
Total Sales and Purchases made at state-designated fair or fairgrounds	$0.00

Account Number: 099-785648

Filing Period: September 30, 2020

Section A. Full Deductions	
Sales to other retailers for purposes of resales	$2,357,591.00
Nontaxable sales of food products	$0.00
Nontaxable labor (repair and installation)	$0.00
Sales to the United States government	$2,567.00
Sales in interstate or foreign commerce	$0.00
Sales tax (if any) included in Gross Sales	$0.00
Other Deductions	$7,229,081.00
Total Full Deductions	$9,589,239.00

Section B. Current Period Tax Recoveries and Deductions	
Bad debt losses on taxable sales	$0.00
Cost of tax-paid purchases resold prior to use	$0.00
Returned taxable merchandise	$0.00
Cash discounts on taxable sales	$0.00
Total Section B	$0.00
Total Nontaxable Transactions	**$9,589,239.00**

Section C. Partial State Tax Exemptions	
Teleproduction Equipment	$0.00
Farm Equipment	$0.00
Diesel fuel used in farming and food processing	$0.00
Timber harvesting equipment and machinery	$0.00
Racehorse Breeding Stock	$0.00
Total Partial State Exemptions	$0.00
Partial State Tax Exemption Rate	0.050000
Total Adjusted Partial State Exemptions	$0.00

Section D. Partial State Tax Exemption for Manufacturing and Research Development Equipment	
Sales made subject to the manufacturing and R&D equipment exemption	$0.00
State tax exemption factor	0.039375
Total adjusted manufacturing and R&D equipment partial exemptions	$0.00

Account Number: 099-785648

Filing Period: September 30, 2020

Schedule A2 - Computation Schedule for District Tax

Taxable transactions subject to District Tax	$782,123.00
Transactions subject to only the base state rate	$0.00
District Tax Total	$8,249.00

County	City	Tax Area	Amount	Adjustments	District Tax Due
Ventura County	Oxnard (Effective Date: 04-01-09) - 213	213	$529,468.00	$0.00	$2,647.34
Ventura County	Santa Paula (Effective Date: 04-01-17) - 572	572	$20,430.00	$0.00	$204.30
Ventura County	Ventura (Effective Date: 04-01-17) - 573	573	$24,691.00	$0.00	$123.46
Santa Barbara County	Santa Barbara County - Unincorporated (Effective Date: 04-01-90) - 030	030	$5,163.00	$0.00	$25.82
Los Angeles County	Los Angeles County - Unincorporated (Effective Date: 10-01-17) - 594	594	$109,776.00	$0.00	$2,469.96
Los Angeles County	Santa Monica (Effective Date: 07-01-17) - 591	591	$92,595.00	$0.00	$2,777.85
			$782,123.00	**$0.00**	**$8,248.72**

Account Number: 099-785648

Filing Period: September 30, 2020

Schedule C - Detailed Allocation by Location of Sales and Use Tax Transactions

Total taxable transactions to be allocated on local tax schedules	$782,123.00
Total taxable transactions for all registered locations	$782,123.00

Street	City	Zip Code	Sub-Outlet No.	Taxable Transactions
201 KINETIC DR	OXNARD	930307900	00004	$275,585.00
6859 ARNOLD RD	OXNARD	930338701	00005	$506,538.00
1501 S LAS POSAS RD	CAMARILLO	930128525	10000	$0.00
				$782,123.00

Account Number: 099-785648

Filing Period: September 30, 2020

Summary	
Total tax	$64,952.00
Credit for partial exemptions	$0.00
Sales or use tax paid to other states	$0.00
Credit for tax recovery	$0.00
Credit for aircraft common carrier partial exemption	$0.00
Sales tax prepaid to fuel suppliers	$0.00
Tax due	$64,952.00
Total tax prepayments	$34,410.00
Remaining tax	$30,542.00
Penalty	$0.00
Interest	$0.00
Total due before lumber	$30,542.00
Lumber Assessment	
Total lumber assessment	$0.00
Penalty	$0.00
Interest	$0.00
Total lumber assessment due	$0.00
Total Amount Due	
Total Tax/Assessment Due	$30,542.00
Total Penalty	$0.00
Total Interest	$0.00
Total Amount Due and Payable	$30,542.00

Department of Food and Agriculture
Division of Measurement Standards
6790 Florin Perkins Rd., Ste. 100, Sacramento, California 95828-1812
Email: dms@cdfa.ca.gov Web Address: www.cdfa.ca.gov/dms/programs/wm/wm.html
Phone # : (916) 229-3000 Fax # : (916) 229-3055
Remit fees payable to: **CDFA 90361,** PO Box 942872, Sacramento, CA 94271-2872

Weighmaster License

Weighmaster

CALIFORNIA WOOD RECYCLING, INC.
DBA: AGROMIN HORTICULTURAL PRODUCTS
201 KINETIC DRIVE
OXNARD, CA 93030
Attn: RAY RICHARDS

License No: **008372**
Total Fees Remitted: **$785.00**
Issue Date: **2/26/2020**

License Year: 2/1/2020 - 2/1/2021

The Weighmaster is responsible to renew this license. (Division 5, Chapter 7, Section 12707, Business and Professions Code)

THIS LICENSE SHALL BE AVAILABLE TO WEIGHTS AND MEASURES OFFICIALS AT EACH WEIGHING LOCATION.
This license is not transferable. Any change in ownership requires a new license.

Principal Location

6859 ARNOLD ROAD
OXNARD, CA 93033
COUNTY: VENTURA
(805) 485-9200

Additional Location(s) - 5

1200 LEXINGTON DRIVE 90720
LOS ALAMITOS, ORANGE

8100 CHINO-CORONA ROAD 91708
CHINO, SAN BERNARDINO

1200 WILSHIRE ROAD 92028
FALLBROOK, SAN DIEGO

12390 TELEGRAPH ROAD 93060
SANTA PAULA, VENTURA

201 KINETIC DRIVE 93030
OXNARD, VENTURA

Only persons listed below may perform the functions of a Deputy Weighmaster for the licensed Weighmaster.

(Division 5, Chapter 7, Section 12703, Business and Professions Code)

For instructions on adding/deleting Deputies to your license, refer to the instruction sheet on our website.
http://www.cdfa.ca.gov/dms/programs/wm/wm.html.

Deputy Weighmaster(s) - 28

ANTONIO, ENRIQUE
AVENDANO, JULIE
AVILA, JOSE
BARRAGAN, JUAN
CAMARILLO, BRIAN
CAMARILLO, DAVID
CAMPOS, SONIA
DELGADILLO, GONZALO
GARCIA, ALFREDO
GREEN, JACOB
HELLAND, ROBBIE
HINOJOSA, LEXI
HOLMAN, BILL
LOPEZ, BRIAN
LOPEZ, RICARDO
MADRIGAL, CHANTELL
MARTINEZ, MANNY
NEMETH, RICK
NOLASCO, ARTURO
NOLASCO, CARLOS
ORTIZ, MAX
POSADAS, EDGAR
RAMOS, JOHNNY
SANCHEZ, BOBBY
SANCHEZ, PRESCILIANO
SCHMIDT, JONI
TUNG, SOPHIA
VEGA, ERICK

Number of vacant deputy positions: 0

AB 1826
SB 1383

City of Oxnard

Organic Waste Recycling Plan 2021

Prepared by Edgar & Associates
January 2021

INTRODUCTION

The purpose of the Organic Waste Recycling Plan is to provide The City of Oxnard with a comprehensive program to comply with California's organic waste recycling laws. This series of state laws has been enacted to reduce the amount of methane generating organic waste in landfills, thereby reducing greenhouse gas emissions and slowing the rate of global warming. These laws consist chiefly of AB 1826 and SB 1383, and also includes AB 1594 and AB 876.

SB 1383 sets a statewide mandate to reduce the amount of organic waste landfilled by 75% by 2025. The law uses 2014 as a base year, meaning that on average, each jurisdiction within the state doing its fair-share would reduce the amount of organic waste landfilled to just 25% of what was landfilled in 2014. Using the best practices established by CalRecycle and the latest data from the 2018 Waste Characterization and Department of Finance projections, The City of Oxnard must be divert 95,953 more tons per year of organics waste by 2025.

ORGANIC WASTE RECYCLING PLAN AND SUPPORTING LEGISLATION

AB 1826 will phase-in commercial organic waste collection to 2020 and beyond, while AB 1594 (Williams, 2014) has phased-out green waste alternative daily cover (ADC) credits in 2020. SB 1383 requires generators with local government and the local haulers to work within a shared responsibility framework to reduce 50% of all organics to landfill by 2020 and 75% reduction of all organics to landfill by 2025 in order to mitigate methane. AB 876 requires local government to identify organic processing capacity to 2035. Statewide, there will be over 14.1 million tons of organic waste coming into the market by 2025 that will need organic waste processing capacity. By 2025, The City of Oxnard organics processing capacity will need to increase to **95,953 tons by 2025** which includes 45,380 tons of food waste. AB 901 (Gordon, 2015) requires that recycling and compost operations submit periodic tracking reports to CalRecycle which started in 2019. Each of these mandates are discussed individually below:

AB 341 "Mandatory Commercial Recycling" | Assembly Bill 341 was signed into law in 2011 in an effort to increase the amount of material diverted from landfills from the commercial sector. It states that businesses that generate four cubic yards or more of commercial solid waste per week shall arrange for recycling services. The same requirement is also applied to multifamily dwellings of five units or more. These multifamily homes and businesses can either self-haul the materials to an appropriate facility themselves, subscribe to an existing recycling service, or arrange for other pickup of recyclable materials.

Requirements of Local Government: Each jurisdiction shall implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses. These jurisdictions shall report the progress achieved in implementing its commercial recycling program, including education, outreach and monitoring, and if applicable, enforcement efforts and exemptions, by providing updates in its electronic annual report.

Enforcement: CalRecycle will review each jurisdiction's commercial recycling program that consists of education, outreach and monitoring. This will include an evaluation as part of its formal AB 939 review, conducted every two or four years of each jurisdiction's programs, which includes an annual jurisdiction site visit, review of the Electronic Annual Report, and other information a jurisdiction may deem relevant.

If the jurisdiction is found to have **not** made a good-faith effort in implementing its programs, possibly including its mandatory commercial recycling program, CalRecycle can place the jurisdiction on a compliance order as part of the AB 939 review, and if it then fails to adequately meet the conditions of the compliance order, then CalRecycle could consider a penalty hearing.

AB 1826 "Mandatory Commercial Organics Recycling" | In October of 2014 Governor Brown signed AB 1826 into law requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also required that starting January 1, 2016, local jurisdictions across the State implement a commercial Organic Waste Recycling Program to divert organic waste generated by businesses. Jurisdictions must conduct outreach, education to inform businesses how to recycle organic waste in the jurisdiction and monitoring to identify those not recycling and inform them of the law and how to recycle organic waste. This **"**Organic Waste Recycling Plan" is prepared to comply with AB 1826, AB 876, and SB 1383. The ultimate goal of the bill is to divert 50% of organics disposal from commercial businesses by 2020 as compared to 2014, estimated at 8.1 million new statewide tons of organics by 2020[1]. For The City of Oxnard at least **45,959 new tons** of commercial organic waste will need to be collected from accounts that generate 4 cubic yards of MSW per week for full compliance. CalRecycle triggered that the AB 1826 threshold be lowered to accounts that generate 2 cubic yards per week of MSW starting January 1, 2021.

Specific requirements for the AB 1826 Organic Waste Recycling Program must include:

- ✓ Identification of the number of regulated businesses that generate organic waste.
- ✓ Education, Outreach, and Monitoring following the AB 341 regulations.
- ✓ Existing organic waste recycling facilities within a reasonable vicinity and the capacities available for materials to be accepted at each facility.
- ✓ Existing solid waste and organic waste recycling facilities within the jurisdiction that may be suitable for potential expansion or colocation of organic waste processing or recycling facilities.
- ✓ Efforts of which the jurisdiction is aware that are underway to develop new private or public regional organic waste recycling facilities that may serve some or all of the organic waste recycling needs of the commercial waste generators within the jurisdiction subject to this chapter, and the anticipated timeframe for completion of those facilities.
- ✓ Closed or abandoned sites that might be available for new organic waste recycling facilities.
- ✓ Other non-disposal opportunities and markets.
- ✓ Appropriate zoning and permit requirements for the location of new organic waste recycling facilities.
- ✓ Incentives available, if any, for developing new organic waste recycling facilities within the jurisdiction.

AB 1826 phases in the mandatory recycling of commercial organics. The implementation schedule outlined is as follows:

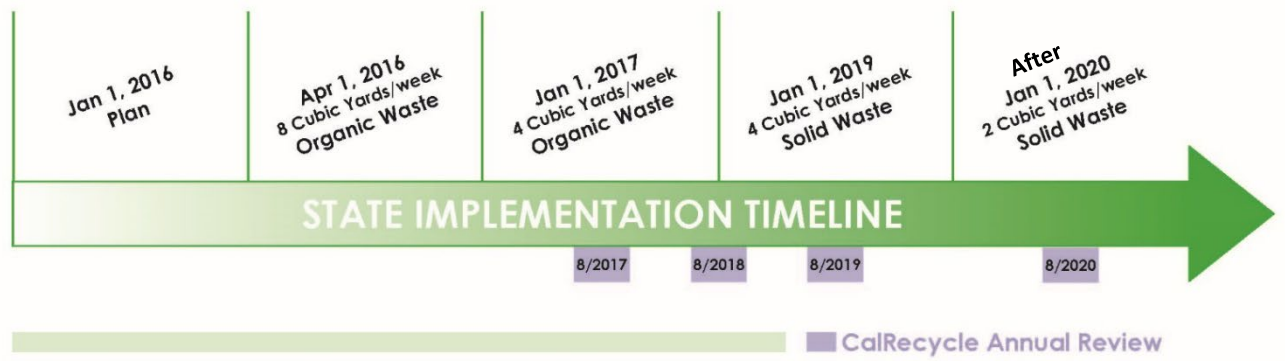
- ✓ **January 1, 2016** | On and after this date, local jurisdictions must have an Organic Waste Recycling Program in place. Jurisdictions must identify regulated businesses and conduct outreach and

[1] Note that it is unlikely that the State has met the required organic diversion. However SB 1383 takes over these diversion requirements where the State is looking forward to the next set of diversion goals.

education to inform those businesses how to recycle organic waste in the jurisdiction and monitor to identify those not recycling and inform them of the law and how to recycle organic waste.

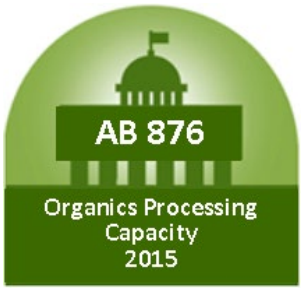
- ✓ **April 1, 2016** | Businesses that generate 8 cubic yards of organic waste per week must arrange for organic waste recycling services.
- ✓ **January 1, 2017** | Businesses that generate 4 cubic yards of organic waste per week must arrange for organic waste recycling services.
- ✓ **August 1, 2017 and ongoing** | Jurisdictions must provide information about their Organic Waste Recycling Program implementation in the annual report submitted to CalRecycle.
- ✓ **Fall 2018** | After receipt of the 2017 annual reports submitted on August 1, 2018, CalRecycle shall conduct its formal review of those jurisdictions that are on a two-year review cycle.
- ✓ **January 1, 2019** | Businesses that generate 4 cubic yards or more of commercial solid waste per week must arrange for organic waste recycling services.
- ✓ **After 2020** | After 2020, if CalRecycle determines that the statewide disposal of organic waste has not been reduced by 50% of the level of disposal in 2014, the organic recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if the 2020 target is not met.
- ✓ **Fall 2020** | After receipt of the 2019 annual reports submitted on August 1, 2020, CalRecycle shall conduct its formal review of all jurisdictions. CalRecycle will continue to conduct the two- and four-year reviews after this cycle.
- ✓ **January 1, 2021** |Accounts that generate 2 cubic yards or more of commercial solid waste per week will need to be offered a program.
- ✓ **January 1, 2012** | SB 1383 regulations take effect for residential and commercial accounts

AB 1826 State Implementation Timeline



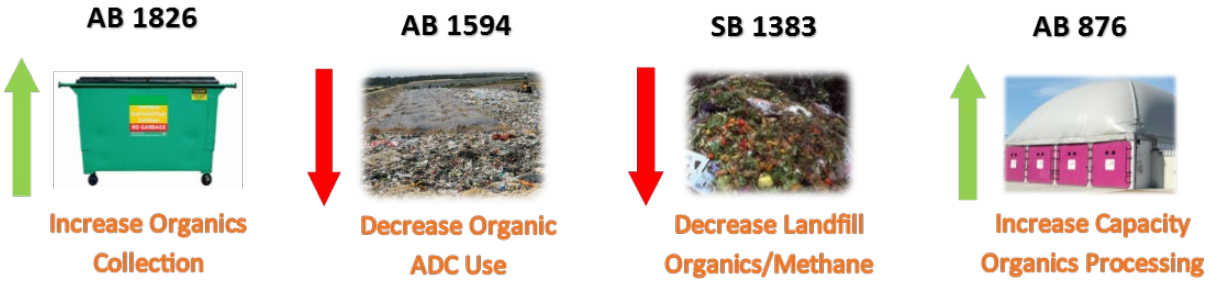
AB 1594 "Green Waste ADC Phase-out of Diversion Credits" | This bill was approved by the Governor on September 28, 2014, and states, commencing January 1, 2020, the use of green material as alternative daily cover (ADC) would not constitute diversion through recycling and would be considered disposal for purposes of the act. The bill commenced August 1, 2018 and requires local jurisdictions to include information in an annual report on how the local jurisdiction intends to address these diversion requirements and divert green material that is being used as ADC. The bill requires a jurisdiction that does not meet certain diversion requirements as a result of not being able to claim diversion for the

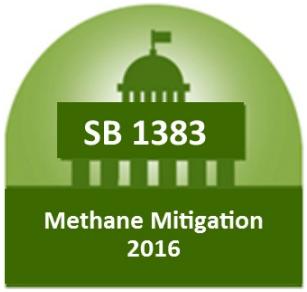
use of green material as ADC to identify and address, in an annual report, barriers to recycling green material and, if sufficient capacity at facilities that recycle green material is not expected to be operational before a certain date, to include a plan to address those barriers. The bill would impose a state-mandated local program by imposing new duties upon local agencies with regard to the diversion of solid waste.



AB 876 "15-Year Organic Processing Capacity" | AB 876 was passed in 2015 and compliments AB 1826 by requiring, beginning August 1, 2017, cities to include in their annual reports to CalRecycle, an estimate of the amount of organic waste that will be generated by the cities and County over a 15-year period. In addition, it calls for an estimate of the additional organic waste capacity that will be needed to process that amount of waste, and areas identified by the city as potential locations for new or expanded organic waste recycling facilities capable of safely meeting that additional need. Capacity to 2035 will be identified.

How Organics Legislation Works Together





SB 1383 "Organics Reduction for Methane Mitigation" | Senate Bill 1383 has identified the reduction of methane generation of organic waste as a prioritized climate change mitigation strategy. As such, SB 1383 mandates reductions in the landfilling of organic waste, and thereby methane emissions. Whereas AB 341 and AB 1826 placed the burden of mandatory collection on the generators with local government planning effort, SB 1383 explicitly shares the responsibility with local government where CalRecycle may add fines and penalties much like AB 939, but with enforcement starting in 2022. SB 1383 has required CalRecycle to adopt regulations that achieve the specified targets for reducing organic waste in landfills. These regulations authorize local jurisdictions to charge and collect fees to recover the local jurisdiction's costs incurred in complying with the regulations.

SB 1383 requires CalRecycle to analyze the progress that the waste sector, state government, and local governments have made in achieving the specified targets for reducing organic waste in landfills such as infrastructure development and markets for products by July 1, 2020. SB 1383 would authorize CalRecycle, depending on the outcome of that analysis, to amend the regulations to include incentives or additional requirements. The regulations shall also include requirements intended to meet the goal that no less than 20% of edible food that is currently disposed of is recovered for human consumption by 2025.

Specifically, this bill adds two goals for organic waste disposal reductions:

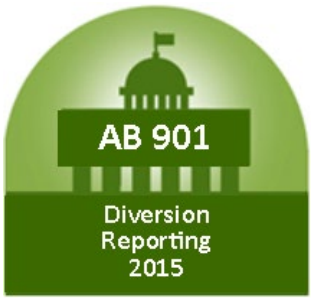
- ✓ A 50% reduction in the level of statewide disposal of organic waste from the 2014 level by 2020.
- ✓ A 75% reduction in the level of statewide disposal of organic waste from the 2014 level by 2025.

The CalRecycle SB 1383 Progress Report released in August 2020 included:

- ✓ Status of new organics recycling infrastructure development, including the commitment of state funding and appropriate rate increases for solid waste and recycling services to support infrastructure expansion.
- ✓ Progress made in reducing barriers to the siting of organics recycling facilities and the timing and effectiveness of policies that will facilitate the permitting of organic's recycling infrastructure.
- ✓ Status of markets for the products generated by organics recycling facilities.

The Progress Report determined that SB 1383 will stay on course since adequate progress has not been made, and the following actions have taken place:

- ✓ SB 1383 Compliance Process was issued detailing the CalRecycle Compliance Assistance and the CalRecycle Enforcement Discretion where 'Substantial Effort' will be replacing 'Good Faith Effort'
- ✓ CalRecycle issued the following Model Tools and hosted a series of webinars:
    - Model Franchise Agreement
    - Model Enforcement Ordinance
    - Edible Food Recovery Programs
    - Organic Waste Produce Procurement Policies
- ✓ The Office of Administrative Law approved the SB 1383 Regulations on November 3, 2020.
- ✓ SB 1383 Regulations will become effective on January 1, 2022



AB 901 "Reporting Requirements" | AB 901, which was passed in 2015, will require exporters, brokers, and transporters of recyclables or composters to submit periodic information to CalRecycle on the types, quantities, and destinations of materials that are disposed of, sold, or transferred inside or outside of the state, and would authorize the department to provide this information, on an aggregated basis, to jurisdictions, as specified.

The regulations started January 1, 2018. All cities and the County will be required to track the organics tons being transferred into the marketplace on a quarterly basis and report those tons to CalRecycle. AB 1103 (Dodd, 2016) will require generators that self-haul more than one cubic yard per week of its own food waste to a location or facility not owned or operated by the entity will need to report those tons to CalRecycle, and these regulations may dovetail with AB 901.

Calculation of SB 1383 New Tons: The City of Oxnard

In order to keep pace with California's SB 1383 statewide goal of 50% reduction of organics disposed of in landfills, SB 1383 will target that at least **78,977 new tons** of organic material must be diverted by 2022. Phasing in SB 1383 to 2025, The City of Oxnard must divert at least **95,953 new tons** of organic material. The Spreadsheet Model is provided in Appendix A. The targeted tons have been calculated using the methodology below:

Step One – Establish 2014 Baseline Disposal:

SB 1383 sets the 75% organics disposal reduction based on 2014 organics disposal. In other words, the state's goal is to dispose of no more than 25% of the total food, yard waste, wood, compostable paper, and manure that was disposed of in 2014. This analysis use disposal data from CalRecycle's Disposal Reporting Service (DRS) to determine the overall amount disposed. The amount of this overall disposal that is food, yard waste, wood, compostable paper, or manure is then determined by applying the 2014 California Statewide Waste Characterization to these disposal figures.

$$\mathbf{249,317}\ \boldsymbol{Tons\ Disposed}\ \times \mathbf{44.9\%}\ = \mathbf{111,941}\ \boldsymbol{Tons\ Organics\ Disposed}$$

Step Two– Establish 2025 Organics Disposal Target:

The amount of organics disposal the state must be at or below by 2025 is 25% of the amount disposed of in 2014. This amount is the target. In order to meet its fair share obligations, the jurisdiction must dispose of no more than:

$$\mathbf{111,941}\ \boldsymbol{Tons\ Organics\ Disposed}\ \div \mathbf{4} = \mathbf{27,985}\ \boldsymbol{Tons\ Organics\ Disposed}\ (\boldsymbol{Target})$$

Step Three: Estimate Current Organics Disposal

The California Statewide Waste Characterization from 2018 is used in conjunction with the most recent DRS information in order to account for gains and losses already made towards SB 1383 goals since 2014. This figure provides a current estimate of organics being disposed of in landfills.

$$2019\ Disposal\ =\ 353{,}138\ Tons$$

$$2018\ Waste\ Characterization\text{: } 35.2\%\ of\ all\ waste\ is\ organic$$

$$\mathbf{353,138}\ \boldsymbol{Tons\ Disposed}\ \times \mathbf{35.2\%}\ = \mathbf{124,422}\ \boldsymbol{Tons\ Organics\ Disposed}$$

Step Four: Account for Population Growth

Population growth has an adverse effect on disposal amounts and can widen the gap between actual disposal and target disposal amounts significantly. When calculating the new tons of diversion that needs to occur baseline disposal should be adjusted for the anticipated population growth between now and 2025. To accomplish this, this calculation uses Department of Finance population projections and applies the population growth rate to the baseline disposal amounts. The City of Oxnard is actually expected to *decrease* in population from 2019-2025, thereby accounting for the negative growth rate below.

$$Population\ Growth\ Rate\ 2019\ to\ 2025 = -0.39\%$$

$$\mathbf{124,422}\ \boldsymbol{Tons\ Organics\ Disposed_{2019}}\ \times (\mathbf{1} - \mathbf{0.39\%})$$
$$= \mathbf{123,938}\ \boldsymbol{Tons\ Organics\ Disposed_{2025}}$$

Step Five: New Tons Calculation

The new tons of diversion that must be achieved is the difference between 2025's projected organics disposal minus the SB 1383 target tons.

$$\mathbf{123,938}\ \boldsymbol{Tons\ Organics\ Disposed_{2025}} - \mathbf{27,985}\ \boldsymbol{Tons\ Organics\ Disposed_{Target}} = \mathbf{95,953}\ \boldsymbol{New\ Tons\ of\ Organics/Year}$$

The City of Oxnard will need to divert 95,953 new tons of organic waste per year between now and 2025.

ORGANIC WASTE PROCESSING CAPACITY

Mt. View Organic Waste Processing Facility will offer organic processing capacity to manage Ventura County organic waste starting in 2022, The Facility will be permitted for 300 tons per day of organic waste, to handle up to 108,000 tons per year. With an industry average of 30% contamination rate, up to 75,600 tons per year of food waste will be recovered from the 108,000 tons. Approximately 124,628 tons of organic waste will need to be diverted in Ventura County due to the SB 1383 mandate, in the following organic waste types:

- Food Waste 124,628 Tons
- Green Waste 36,153 Tons
- Wood Waste 45,719 Tons
- Compostable Paper Waste 45,878 Tons
- Manure 5,914 Tons

Ventura County needs to divert 124,628 tons of food waste, where the design capacity of the Mt. View Organic Waste Processing Facility is 75,600 tons. There is an adequate supply of mandated food waste diversion in Ventura County for the Mt. View Organic Waste Processing Facility.

SB 1383 Tonnages - Oxnard

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Population	203,645	206,148	206,754	205,849	209,269	209,879	208,544	208,371	208,360	208,476	208,703	209,062	209,395	209,672	209,909	210,105	210,240	210,316	210,355	210,323	210,255	210,160

Disposal	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Commercial	123,603	130,266	126,496	132,910	149,109	147,956	147,015	146,893	146,885	146,967	147,127	147,380	147,615	147,810	147,977	148,115	148,210	148,265	148,292	148,269	148,221	148,154
Residential	53,816	62,424	66,625	76,868	94,644	93,912	93,314	93,237	93,232	93,284	93,385	93,546	93,695	93,819	93,925	94,013	94,073	94,107	94,125	94,111	94,080	94,037
Multifamily	20,936	20,414	18,085	17,015	16,657	16,528	16,423	16,409	16,408	16,417	16,435	16,464	16,490	16,512	16,530	16,546	16,556	16,562	16,565	16,563	16,557	16,550
Self-Haul	50,961	62,080	69,095	82,668	105,075	104,263	103,600	103,514	103,508	103,566	103,679	103,857	104,022	104,160	104,278	104,375	104,442	104,480	104,499	104,484	104,450	104,402
Disposal Tons	249,317	273,341	276,572	303,327	355,890	353,138	350,891	350,600	350,583	350,777	351,159	351,764	352,323	352,789	353,189	353,518	353,745	353,874	353,939	353,886	353,771	353,611
Green Waste ADC			6,113	4,956	3,900	2,593																

Organic Disposed Tons	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Commercial	57,936	59,151	55,585	56,456	61,152	60,679	60,293	60,243	60,240	60,274	60,339	60,443	60,539	60,619	60,688	60,745	60,784	60,806	60,817	60,808	60,788	60,761
Residential	25,419	28,037	28,379	30,959	35,923	35,645	35,418	35,389	35,387	35,407	35,445	35,507	35,563	35,610	35,650	35,684	35,706	35,720	35,726	35,721	35,709	35,693
Multfamily	8,466	7,964	6,799	6,155	5,789	5,744	5,708	5,703	5,703	5,706	5,712	5,722	5,731	5,739	5,745	5,750	5,754	5,756	5,757	5,756	5,755	5,752
Self-Haul	20,120	21,709	21,046	21,452	22,528	22,353	22,211	22,193	22,192	22,204	22,228	22,266	22,302	22,331	22,357	22,377	22,392	22,400	22,404	22,401	22,393	22,383
Organic Disposal Tons	111,941	116,862	111,809	115,022	125,392	124,422	123,631	123,528	123,522	123,591	123,725	123,938	124,135	124,299	124,440	124,556	124,636	124,682	124,705	124,686	124,645	124,589

New Tons							67,660	73,319	78,977	84,636	90,294	95,953	96,150	96,314	96,455	96,571	96,651	96,696	96,719	96,700	96,660	96,604

		New Tons															
Commercial	Food	13,836	14,993	16,150	17,307	18,464	19,621	19,661	19,695	19,724	19,747	19,764	19,773	19,778	19,774	19,766	19,754
	Green	3,150	3,414	3,677	3,941	4,204	4,468	4,477	4,484	4,491	4,496	4,500	4,502	4,503	4,502	4,500	4,498
	Wood	5,729	6,208	6,687	7,167	7,646	8,125	8,141	8,155	8,167	8,177	8,184	8,188	8,190	8,188	8,185	8,180
	Paper	4,942	5,355	5,768	6,182	6,595	7,008	7,022	7,034	7,045	7,053	7,059	7,062	7,064	7,063	7,060	7,056
	Manure	691	749	807	865	923	981	983	984	986	987	988	988	988	988	988	987
	Total	**28,348**	**30,719**	**33,090**	**35,460**	**37,831**	**40,202**	**40,284**	**40,353**	**40,412**	**40,461**	**40,494**	**40,513**	**40,523**	**40,515**	**40,498**	**40,475**
Residential	Food	9,459	10,250	11,041	11,832	12,623	13,414	13,441	13,464	13,484	13,500	13,511	13,518	13,521	13,518	13,513	13,505
	Green	2,971	3,220	3,468	3,717	3,965	4,213	4,222	4,229	4,236	4,241	4,244	4,246	4,247	4,246	4,245	4,242
	Wood	1,317	1,427	1,537	1,647	1,757	1,867	1,871	1,874	1,877	1,879	1,881	1,882	1,882	1,882	1,881	1,880
	Paper	3,797	4,115	4,432	4,750	5,067	5,385	5,396	5,405	5,413	5,420	5,424	5,427	5,428	5,427	5,425	5,421
	Manure	450	487	525	562	600	638	639	640	641	642	642	643	643	643	642	642
	Total	**17,993**	**19,498**	**21,003**	**22,508**	**24,012**	**25,517**	**25,570**	**25,613**	**25,651**	**25,682**	**25,703**	**25,715**	**25,721**	**25,716**	**25,705**	**25,690**
Multifamily	Food	2,237	2,424	2,611	2,798	2,986	3,173	3,179	3,185	3,189	3,193	3,196	3,197	3,198	3,197	3,196	3,194
	Green	367	397	428	459	489	520	521	522	523	523	524	524	524	524	524	523
	Wood	21	23	25	26	28	30	30	30	30	30	30	30	30	30	30	30
	Paper	542	587	633	678	723	768	770	771	772	773	774	774	775	774	774	774
	Manure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	**3,167**	**3,432**	**3,696**	**3,961**	**4,226**	**4,491**	**4,500**	**4,508**	**4,514**	**4,520**	**4,524**	**4,526**	**4,527**	**4,526**	**4,524**	**4,521**
Self-Haul	Food	8,705	9,433	10,161	10,889	11,617	12,345	12,370	12,391	12,409	12,424	12,435	12,440	12,443	12,441	12,436	12,428
	Green	3,161	3,425	3,690	3,954	4,218	4,483	4,492	4,500	4,506	4,512	4,515	4,518	4,519	4,518	4,516	4,513
	Wood	4,693	5,085	5,478	5,870	6,262	6,655	6,669	6,680	6,690	6,698	6,703	6,707	6,708	6,707	6,704	6,700
	Paper	3,041	3,295	3,549	3,803	4,058	4,312	4,321	4,328	4,335	4,340	4,343	4,345	4,346	4,346	4,344	4,341
	Manure	377	409	441	472	504	535	536	537	538	539	539	539	540	539	539	539
	Total	**19,976**	**21,647**	**23,318**	**24,988**	**26,659**	**28,330**	**28,388**	**28,436**	**28,478**	**28,512**	**28,536**	**28,549**	**28,556**	**28,551**	**28,539**	**28,522**
Total	Food	31,999	34,675	37,351	40,027	42,703	45,380	45,473	45,550	45,617	45,672	45,710	45,731	45,742	45,733	45,714	45,687
	Green	9,282	10,059	10,835	11,611	12,388	13,164	13,191	13,213	13,233	13,249	13,260	13,266	13,269	13,266	13,261	13,253
	Wood	11,739	12,720	13,702	14,684	15,665	16,647	16,681	16,710	16,734	16,754	16,768	16,776	16,780	16,777	16,770	16,760
	Paper	11,779	12,764	13,750	14,735	15,720	16,705	16,739	16,768	16,792	16,813	16,826	16,834	16,838	16,835	16,828	16,818
	Manure	1,519	1,646	1,773	1,900	2,027	2,154	2,158	2,162	2,165	2,167	2,169	2,170	2,171	2,170	2,169	2,168
	Total	**67,660**	**73,319**	**78,977**	**84,636**	**90,294**	**95,953**	**96,150**	**96,314**	**96,455**	**96,571**	**96,651**	**96,696**	**96,719**	**96,700**	**96,660**	**96,604**

AGREEMENT A-8305 WITH CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN FOR ORGANIC WASTE RECYCLING SERVICES

Public Works and Transportation Committee - April 13, 2021

City Council - May 4, 2021

Todd Vasquez-Housley
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

FOR PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

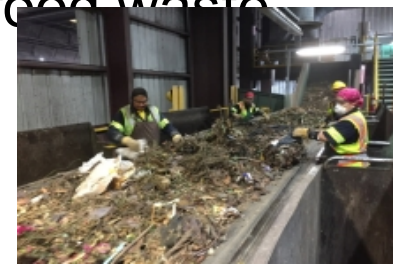
That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8305 with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $4,200,000 for a three year term through June 24, 2024 to provide organic waste recycling services for the City of Oxnard at permitted Agromin facilities.

Recommendation

FOR CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute Agreement A-8305 with California Wood Recycling, Inc. dba Agromin (Agromin) in the amount not to exceed $4,200,000 for a three year term through June 24, 2024 to provide organic waste recycling services for the City of Oxnard at permitted Agromin facilities.

Organic Material



- Green waste, yard trimmings, wood waste and food waste
- 13,000 tons per year collected from curbside
- 11,000 tons per year received at Del Norte
- Processed at Del Norte / contaminants removed below 1%
- Outbound green waste is transported to Limoneira Farms in Santa Paula and Simi Valley Recycling Center– processed by Agromin

BACKGROUND

- AB 349, AB 939, AB 1826 and SB 1383 - State laws and mandates related to organic material recycling and diversion
- Decreases use of landfills
- Promotes water conservation - mulch and compost
- Reduces use of chemical fertilizers, pesticides and herbicides
- Can generate biogas for electricity or fueling of CNG vehicles

DISCUSSION

- City of Oxnard has contracted with Agromin since 1996
- Current Agreement A-8065 expires June 30, 2021
- December 2, 2020 RFB #ER 21-39 to solicit bids from vendors for organic material recycling services
- Posted on City's website and www.publicpurchase.com
- January 14, 2021 RFB deadline - one (1) qualified bid from Agromin

DISCUSSION

- Currently, Agromin is the only permitted company with local facilities (within 25-35 miles, one-way)
- State laws and mandates will increase Oxnard organic material volumes annually
- Transferring beyond local facilities requires additional equipment, vehicles, staff and significant increase in cost to ratepayers
- Agromin Facilities are in Santa Paula, Simi Valley and soon Oxnard (Mountain View Avenue location)
- Ormond Beach location is NOT used and is excluded in the Agreement

DISCUSSION

RFB ER 21-39 summary:

Organic Waste Type and Destination	California Wood Recycling, d.b.a. Agromin (Per Ton Cost)
Green Waste and Wood Waste. Agromin Organics Recycling at Limoneira Farms, 112930 Telegraph Road, Santa Paula, California or at the Simi Valley Landfill and Recycling Center, 2801 Madera Road, Simi Valley, California	$53.24
Food Waste: Simi Valley Landfill and Recycling Center, 2801 Madera Road, Simi Valley, California or at the Mountain View Organic Processing Facility, 1641 Mountain View Avenue, Oxnard, California (pending final approval)	$110.00

DISCUSSION

- Agreement provides extra value to Oxnard residents
- Up to 25,000 complementary, four-quart compost bags to distribute at City events
- Bulk soil amendment products to City parks and landscaping areas for 30% discount from retail
- City will complement with outreach and education in English and Spanish
- Agromin meets all City contractual requirements - business tax certificate, insurance and corporate filing with California Secretary of State

FINANCIAL IMPACT

- Total value of Agreement over the three-year term is $4,200,000 for a three-year term through June 24, 2024
- Funds will be recommended in the FY 2021-22 Budget from the Environmental Resources Operating Fund
- Respective costs for organic waste recycling will be requested in future fiscal year budgets

FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
$1,300,000	$1,400,000	$1,500,000	$4,200,000

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8320 with Good Guard Security Services for Unarmed Security Patrol Services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant and the Advanced Water Purification Facility. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8320 with Good Guard Security Services in the amount not to exceed $777,600 for a three year term through June 30, 2024 for unarmed security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/57Py3YWkbrA

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Del Norte Regional Recycling and Transfer Station (Del Norte), the Oxnard Wastewater Treatment Plant (OWTP), and the Advanced Water Purification Facility (AWPF). These facilities have been utilizing unarmed security services since November 27, 2018 with the current vendor Professional Security Consultants (PSC) under agreement A-7965, which expires on June 30, 2021. These facilities are located in the City of Oxnard and provide essential public utility services to the residents of Oxnard and west Ventura County region.

Table 1 - Site Location/Acreage

Site	Address	Acreage
Del Norte Regional Recycling and Transfer Station	111 South Del Norte Blvd., Oxnard, CA 93030	16
Oxnard Wastewater Treatment Plant	6001 Perkins Road, Oxnard, CA 93033	30.4

Advanced Water Purification Facility	5700 Perkins Road, Oxnard, CA 93033	4.7

The aforementioned facilities are located in remote areas of Oxnard and require additional security services to support 24-hour public utility operations. These City facilities require the services of security services to act as a first deterrent for inappropriate activity, ensure the safety of personnel, protect property and the public, and guard against vandalism.

On February 12, 2021, the City issued a request for bid (RFB #ER 21-60) to solicit bids from vendors for unarmed security services at Del Norte, the OWTP, and the AWPF. The RFB was posted on the City's website and at www.publicpurchase.com. A total of 12 vendors responded with qualified bids by the March 11, 2021 deadline. Table 2 summarizes the responses received by the 12 vendors.

Table 2 - RFB #ER 21-60 Results

		COST PER HOUR			
Rank	Security Services - Vendors	Security Patrol Services Per One Guard	Guard Services Per One Guard	Holiday Weekend Guard Services, per Patrol Unit, per One Guard	Additional Security Guard Personnel
1	Vigilant Eye Private Security	$26.00	$20.83	$39.00	$20.83
2	Good Guard Security Services	$21.50	$21.50	$32.25	$21.50
3	Eagle One Security, Inc.	$21.95	$21.95	$33.00	$24.00
4	Alltech Industries, Inc.	$26.27	$23.85	$35.78	$35.78
5	Servexo Protective Services	$24.45	$24.45	$36.65	$24.45
6	Professional Security Consultants	$24.54	$24.54	$36.80	$24.54
7	RAM Security and Investigative Services, Inc.	$30.05	$25.84	$43.32	$25.84
8	Inter-Con Security	$26.06	$26.06	$37.66	$26.06
9	American Guard Services, Inc.	$31.09	$27.87	$40.42	$27.87
10	Triton Global Services, Inc.	$24.61	$27.94	$36.42	$24.61
11	Absolute International Security	$29.80	$29.80	$43.26	$29.80

The initial lowest responsive bidder, Vigilant Eye Private Security, was determined to be non-responsive by the Purchasing Division due to missing addenda in their submittal. The remaining bids were reviewed by City staff who determined that Good Guard Security Services submitted the lowest responsive bid. Staff recommends that Good Guard Security Services be awarded the contract for unarmed security patrol services for a three-year term not-to-exceed $777,600.

Good Guard Security Services will be responsible for providing the following security patrol services for after business hours, non-working days, weekends, and holidays:

- Entry point control and monitoring
- Foot patrols throughout the Del Norte, OWTP, and AWPF facilities
- Monitoring of video surveillance footage
- Preparation of daily reports
- Reporting incidents to Oxnard Police, Fire and Public Works Departments

The presence of an unarmed security patrol has reduced the frequency of after-hours access, vandalism, property damage and thefts at Del Norte, the OWTP, and the AWPF and provides immediate reporting to public safety if property damage is observed from fire, flooding or other hazardous incidents.

Good Guard Security Services meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and a corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The value of the agreement with Good Guard Security Services for security patrol services shall not exceed $777,600 for a term of three (3) years from July 1, 2021 through June 30, 2024. The spending plan of $259,200 for FY 2021-22 will be included in the recommended budgets from the Water Operating Fund 601, Wastewater Treatment Operating Fund 621 and Environmental Resources Fund 638. The costs for these services in subsequent fiscal years will be requested during the annual budget process.

FUND/ACCOUNT	FY 2021-22 SPENDING PLAN	FY 2022-23 SPENDING PLAN	FY 2023-24 SPENDING PLAN	TOTAL
Advanced Water Purification Facility- 601-6012-842-8209	$28,200	$28,200	$28,200	$84,600
Wastewater Treatment Plant - 621-6202-842-8209	$85,000	$85,000	$85,000	$255,000

Environmental Resources Fund - 638-6315-842-8209	$146,000	$146,000	$146,000	$438,000
TOTAL	**$259,200**	**$259,200**	**$259,200**	**$777,600**

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. A-8320 - Good Guard Security, Inc.
2. Good Guard Security - RFB NO. PW 21-60 - City of Oxnard
3. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Vendor: Good Guard Security, Inc.

(3) Services: Vendor shall provide to City the following services, including providing all labor, materials and equipment to provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, (Del Norte), Oxnard Wastewater Treatment Plant (OWTP), 6001 Perkins Road, Advanced Water Purification Facility (AWPF), 5700 Perkins Road, and the Headworks Facility (Headworks), 5741 S. Perkins Road, as set forth in the "Scope of Services Exhibit", which is attached hereto and incorporated herein.

(4) Schedule of Services: The Vendor shall provide after-hours security at Del Norte from Monday through Friday 4:30 p.m. to 5:00 a.m. and Saturday from 12:00 p.m. to 5:00 a.m. and Sunday and holidays all day from 12:00 a.m. to 11:59 p.m. The Vendor shall provide after-hours security at the OWTP, AWPF and Headworks Monday through Sunday 6:00 p.m. to 6:00 a.m. as set forth in the "Schedule of Services Exhibit", which is attached hereto and incorporated herein.

(5) Agreement Ending Date: June 30, 2024

(6) Total Agreement Amount: $777,600

- $ 259,200 (FY 21-22)
- $ 259,200 (FY 22-23)
- $ 259,200 (FY 23-24)

(7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager
Jan Hauser, Oxnard Wastewater Division Manager

(8) Vendor's Project Manager: Shawn Helmandi

(9) Insurance Coverage: INS-B

(10) What wages are required for this Project?

■ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
□ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
□ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
□ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:
Good Guard Security, Inc.
21757 Devonshire St., Suite #10
Chatsworth, CA 91311
Attn: Shawn Helmandi, Region President

FOR CITY:
City of Oxnard – Environmental Resources (ER) Division
111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Todd Vasquez-Housley, ER Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
Shawn Helmandi, shawn@goodguardsecurity.com

CITY'S PROJECT MANAGER:
Todd Vasquez-Housley, toddvhousley@oxnard.org
Jan Hauser, janhauser@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

■ Scope of Services Exhibit
■ Rates and Costs Exhibit
■ Schedule of Services Exhibit
■ Living Wage Policy Exhibit
□ Prevailing Wages Exhibit
■ Insurance Exhibit (INS-B)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

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

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

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

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

_____ _____
John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

ATTEST:

_____ _____
Rose Chapparo, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GOOD GUARD SECURITY, INC.

_____ _____
Hal Tabibzada, CEO Date

_____ _____
Shawn Helmandi, Date
Region President

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 Del Norte Boulevard, Oxnard, California 93030 the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 S. Perkins Rd., Oxnard, California 93033 and the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road, Oxnard, California 93033.

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required

Security Patrols - Del Norte Facility

Vendor shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras.

Vendor shall notify designated City staff of any unauthorized activities and the Police or Fire Departments in the event of an emergency.

Security Patrols - OWTP, AWPF and Headworks

Vendor shall provide roving security patrol of the OWTP, AWPF, and Headworks facilities throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Vendor shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.
The OWTP, Headworks, and AWPF are working facilities with tanks, pumps, and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Vendor Responsibilities at the Del Norte Facility, OWTP, AWPF and Headworks

1. Vendor shall maintain a daily log noting any events, observations or unauthorized entry on the facility grounds.

2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.

4. Each Security officer and supervisor assigned to this project must be able to speak, read, and write English.

5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.

6. City deserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Environmental Resources Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

(a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.

(b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.

(c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

(a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.

2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

RATES AND COSTS EXHIBIT

Vendor shall furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required. Vendor's billing rate is an all-inclusive rate and shall include all costs necessary. Vendor agrees to accept the below referenced fees for billing the Vendor's services as indicated in the table below:

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	$ 21.50
2	Guard Services, per Patrol Unit (1 guard)	$ 21.50
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	$ 32.25
4	Additional Security Guard Personnel	$ 21.50

Vendor shall submit monthly invoice for security guard patrol services provided at the OWTP, AWPF and Headworks to: City of Oxnard – Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033. Attention: Jan Hauser, Wastewater Division Manager.

Vendor shall submit monthly invoice for security guard patrol services provided at the Del Norte Facility to: City of Oxnard –Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmental Resources Division Manager.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ per accident, for bodily injury and property damage.

OTHER PROVISIONS

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

Name: _____

Address: _____

Telephone: ( ) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020

Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

After-Hours Security at the Del Norte Facility

Security hours are as follows:

Monday through Friday (13.5 hours)
12:00 a.m. – 5:00 a.m.
4:30 p.m. – 11:59 p.m.

Saturday (17 hours)
12:00 a.m. – 5:00 a.m.
12:00 p.m. – 11:59 p.m.

Sunday and Holidays (24 hours)
12:00 a.m. – 11:59 p.m.

After- Hours Security - OWTP, AWPF and Headworks

Security hours are as follows:
Monday through Sunday (12 hours)
6:00 p.m. – 6:00 a.m.

Vendor shall provide a qualified security person and an appropriately marked security vehicle during the hours of operation listed above for the purpose of physically monitoring activity throughout the OWTP, AWPF, and Headworks sites.

Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

City does not guarantee that services will be requested. The City will use its best efforts to maximize Vendor's services within the authority limits set forth in this Agreement.

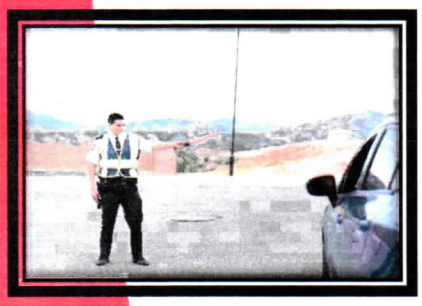
The denial of services by the Vendor may be intrepeted as non performance and breach of the Agreement.

Presented By: **Good Guard Security Services**
Shawn Helmandi - Region President
21757 Devonshire St. Suite #10
Chatsworth, CA 91311
1 (800) 651-0491
shawn@goodguardsecurity.com

03-03-2021

GoodGuard
"Simply, GOOD Security!"

BID RESPONSE PACKET
RFB NO. PW 21-60
PRIVATE SECURITY SERVICES



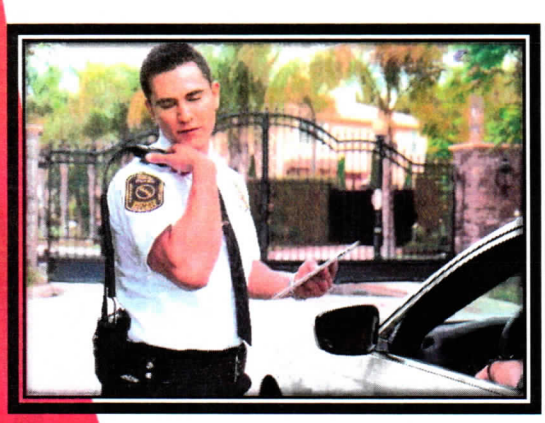
Presented To:

City of Oxnard

Daniel Willhite – Purchasing Agent

805-200-5339

Daniel.willhite@oxnard.org



City of Oxnard
DEL NORTE REGIONAL RECYCLING & TRANSFER STATION, WASTEWATER TREATMENT PLANT AND ADVANCED WATER PURIFICATION FACILITY
SOLICITATION NO. PW 21-60

A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Good Guard Security Services - Corporation

B. Company overview and disclosure of services or activities performed, including:

i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.

ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:*** N/A

ii. ***BIDDER'S RESPONSE:*** "See attached response"

iii. ***BIDDER'S RESPONSE:*** "See attached response"

iv. ***BIDDER'S RESPONSE:*** "See attached response"

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE: N/A

E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: Halmand Tabibzada - CEO
Shawn Helmandi - Region President

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** Jun Gu - Project Manager

ii. ***BIDDER'S RESPONSE:*** Managing contracts through security force.

iii. ***BIDDER'S RESPONSE:*** 20 Years in Security Industry

iv. ***BIDDER'S RESPONSE:*** B.A. in Criminology Law & Society

v. ***BIDDER'S RESPONSE:*** Guard Card, Firearms Permit, First Aid, CPR

vi. ***BIDDER'S RESPONSE:*** "See Attached Resume"

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** Brady Osorto - Supervisor

ii. ***BIDDER'S RESPONSE:*** Inspect/evaluate officers at various accounts.

iii. ***BIDDER'S RESPONSE:*** 5 Years Supervisory Experience.

iv. ***BIDDER'S RESPONSE:*** Associate's Degree in Law Enforcement.

v. ***BIDDER'S RESPONSE:*** Valid Guard Card, First Aid, CPR, AED License.

vi. ***BIDDER'S RESPONSE:*** "See Attached Response"

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** Kevin Bon - Post Commander / Lead Officer

ii. ***BIDDER'S RESPONSE:*** Coaching and Training of site employees.

iii. ***BIDDER'S RESPONSE:*** 4 Years Security Experience.

iv. ***BIDDER'S RESPONSE:*** Military Experience.

v. ***BIDDER'S RESPONSE:*** Current Guard Card, First Aid, CPR, AED License.

vi. ***BIDDER'S RESPONSE:*** "See Attached Response"

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

F. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

i. Position Title
ii. Current Responsibilities
iii. Qualifications/Experiences
iv. Education
v. Certifications/licenses, if applicable
vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. ***BIDDER'S RESPONSE:*** Professional Security Officer - TBD

ii. ***BIDDER'S RESPONSE:*** Site patrols, monitor surveillance cameras

iii. ***BIDDER'S RESPONSE:*** 2 Years of Security Experience.

iv. ***BIDDER'S RESPONSE:*** High School Deploma or GED

v. ***BIDDER'S RESPONSE:*** Current Guard Card, First Aid, CPR, AED License

vi. ***BIDDER'S RESPONSE:*** "See Attached Response"

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	$ 21.50
2	Guard Services, per Patrol Unit (1 guard)	$ 21.50
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	$ 32.25
4	Additional security guard personnel	$ 21.50

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

CRITERIA FOR SELECTION

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor. Price will not be the only factor

Authorized Signature

Authorized Signature

Halmand Tabibzada
Print Signature

Shawn Helmandi
Print Signature

CEO
Title

Region President
Title

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	03/03/2021	#03	03/03/2021
#02	03/03/2021	#04	03/03/2021

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Good Guard Security Services

Address: 21757 Devonshire St Ste 10 Chatsworth, CA 91311

Service to provide: Professional Security Guard Services

Main Point of Contact: Shawn Helmandi – Region President

Fed Tax ID: 84-3273230 City Tax ID: 06828293 - Simi Valley

E-mail: Shawn@goodguardsecurity.com Phone: (805) 559-0379

9.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

10.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. ***BIDDER'S RESPONSE:*** "Shown in Bid Packet"

b. ***BIDDER'S RESPONSE:*** " "

c. ***BIDDER'S RESPONSE:*** " "

d. ***BIDDER'S RESPONSE:*** " "

e. ***BIDDER'S RESPONSE:*** " "

11.0 Certification of Non-Debarment (If this solicitation will be receiving grant funding, this section would be applicable, if not, please remove)
The City of Oxnard will be receiving Federal or State Grant funds. All potential Bidders must go to the following websites and submit a printout with their proposal that verifies that the Bidder is not listed on any of the following exclusion lists. If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period. A screen shot of each website will suffice.

Vendors must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

a. General Services Administration (GSA), and Excluded Parties Lists System (EPLS)
b. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

a. ***BIDDER'S RESPONSE:*** N/A

b. ***BIDDER'S RESPONSE:*** N/A

CERTIFICATIONS

I, Shawn Helmandi, a duly authorized agent of Good Guard Security Services
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Good Guard Security Services by submission of this proposal in response to the
Name of Organization
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: 03/03/2021

Title of Agent/Officer: Region President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

SAM Search Results
List of records matching your search for :

Search Term : Good Guard Security Services*
Record Status: Active, Inactive
Functional Area: Performance Information, Entity Management

No Search Results

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Ontario Airport: Airport Parking & Transportation Operations
Address:	525 S. Vineyard, Ontario CA 91761
Contact person:	Rachel Solis, General Manager
Email address:	rsolis@pciont.com
Telephone address:	ofc. 909-937-1240 Fax. 909-937-1244 cell. 909-322-9118
Project name:	Airport Parking & Transportation Operations
Dates worked performed:	January 1st, 2020 through January 1st, 2025 (5 Year Term)
Summary of scope of services:	Armed Security Guard Services
Project cost:	$1,163,520.00

Reference 2	
Company name:	Project Room-Key, Hotel Security Guard Services
Address:	Location(s): Across Alameda County
Contact person:	Anissa B. Villarreal, Assistant Agency Director
Email address:	abvillarreal@acgov.org
Telephone address:	510-908-1951
Project name:	Alameda County - Hotel Security Services
Dates worked performed:	June 24th, 2020 through June 30th, 2021 (1 Year Term)
Summary of scope of services:	Unarmed Security Guard Services
Project cost:	$8,322,048.00

Reference 3	
Company name:	PATH (People Assisting The Homeless)
Address:	Location(s): Across LA
Contact person:	Raffi Tokhalyan, Interim Manager

Email address:	raffit@epath.org
Telephone address:	818-217-5925
Project name:	Shelter Security Guard Services
Dates worked performed:	January 21st, 2017 through January 31st, 2022 (5 Year Term)
Summary of scope of services:	Transitional Living Security Services
Project cost:	$14,819,040.00

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: "See Attached"

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: N/A

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LIST OF CURRENT CONTRACTOR/PROJECTS

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO., E-MAIL ADDRESS, CONTACT PERSON	ESTIMATED COST OF PROPOSER'S WORK	ESTIMATED COMPLETION DATE
Ontario Airport: **Airport Parking & Transportation Operations** 525 S. Vineyard, Ontario CA 91761	**Prime** ☑ **Sub** ☐ Los Angeles World Airports: **Armed Security Guard Services**	Rachel Solis General Manager rsolis@pciont.com 909-937-1240 ofc. 909-937-1244 fax 909-322-9118 cell	$1,163,520.00	January 1st, 2020 through **January 1st, 2025** (5 Year Term)
Project Room-Key Hotel Security Guard Services RFP# 901933 Contract# 20314 Location(s): Across Alameda County	**Prime** ☑ **Sub** ☐ Anissa B. Villarreal Assistant Agency Director abvillarreal@acgov.org 510-908-1951	Mona Palacios Office of Homeless Care and Coordination mona.palacios@acgov.org 510-220-2068	**$8,322,048.00**	June 24th, 2020 through **June 30th, 2021** (1 Year Term)
PATH (People Assisting The Homeless) (Non-Profit Organization) Shelter & Transitional Living Security Location(s): Across LA	**Prime** ☑ **Sub** ☐ Transitional Living Monitor & Active Security Control Center	Raffi Tokhalyan Interim Manager raffit@epath.org 818-217-5925 340 N Madison Ave, Los Angeles, CA 90004	$ 14,819,040.00	January 21st, 2017 through **January 31st, 2022** (5 Year Term)
The MBS Group: Environmental Health & Safety Campus Security	**Prime** ☑ **Sub** ☐ Media Campus, Studio, & Warehouse Security Surveillance	Matt Fritch The MBS Group: Executive Director of Security mfritch@the-mbsgroup.com 310-722-3411	$3,225,600.00 / per year	Start Date: Nov. 2019 Year to Year Contract

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

1. If so, explain the circumstances:

N/A

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Shawn Helmandi

depose and say that I am A Partner
("Sole Owner", "A Partner", "President", or other proper title)

of Good Guard Security Services
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Signature

GoodGuard
"Simply, GOOD Security!"

SOLICITATION NO. PW 21-60

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Transmittal Letter

Attention: Daniel Willhite

Dear Mr. Willhite,

First and foremost, thank you so much for your proposal request for **RFB NO. PW 21-60**. We are honored to be a part of this competitive bid for **City of Oxnard – Del Norte Regional Recycling & Transfer station, Wastewater Treatment Plant and Advanced Water Purification Facility**. We are in line with the scope of work required and are fully available to provide safe, efficient, dependable and on-time security services that offers outstanding customer experience and enhances quality of life.

Good Guard Security Inc. is a fully licensed and insured Security and investigation corporation celebrating its 36th anniversary of providing quality Security, investigative and patrol services. We are currently a trusted vendor for the State of California, commercial companies, and we have a diverse portfolio for our local Southern California clients.

Good Guard Security acknowledges all forms/ addendums within RFB NO. PW 21-60. We hope that our proposal is fully sufficient for **City of Oxnard – Del Norte Regional Recycling & Transfer station, Wastewater Treatment Plant and Advanced Water Purification Facility**. If the City of Oxnard requires any further documentation or information, Good Guard is more than happy to disclose. Good Guard Security understands that a project of this nature requires a smooth transition and we pride ourselves for performing these new projects. Should the City of Oxnard trust our firm with this contract, Good Guard will surely provide **City of Oxnard** with a shared vision; innovative security solutions second to none in the security service industry.

With kindest regards,

Shawn Helmandi Region President, Good Guard Security, Inc. 03-03-2021	Halmand Tabibzada CEO, Good Guard Security, Inc. 03-03-2021

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"Simply, GOOD Security!"

Project Understanding and Approach

You will have peace of mind knowing that Good Guard is fully available to the City of Oxnard's security need. Good Guard has carefully reviewed the materials in the RFB. As pricing is not the only criteria for making a recommendation to award, we believe we will offer the City the best value possible, having the capability, manpower, technology, training, human resources and financial capital in place to perform from Day 1 the described work immediately upon contract award, with no learning curve.

Given this opportunity, we will smoothly transition over and fulfill the contract to satisfy the City of Oxnard's security needs. We understand the importance of having security at the City of Oxnard's requested:

- **Del Norte Regional Recycling & Transfer station**
- **Wastewater Treatment Plant**
- **Advanced Water Purification Facility**

Good Guard's Security Officers will benefit City of Oxnard's visitors, vendors, and agency employees in many ways. By choosing Good Guard, our officers will respond to all requests from agency employees for any and all assistance needs.

We hope that The City of Oxnard looks favorably upon our submittal, and will consider this proposal a platform for additional conversation and collaboration. We are in receipt of all stated addenda. We look forward to discussing all of Good Guard's qualifications and capabilities in greater detail. Should you have any questions regarding the proposal or wish to schedule a presentation of same, please contact Shawn Helmandi at 805.559.0379 or shawn@goodguardsecurity.com. Thank you.

Sincerely,

Shawn Helmandi
Region President – Authorized Signatory

Good Guard Security – Detailed Information

BRIEF PROFILE

Good Guard Security Inc. (fka Odona Central Security Inc.) has been in business for over 36 years, initially as a sole proprietorship which was incorporated in 1984 under the name of Odona Central Security Inc. Operations cover the entire State of California.

Firm Name: **Good Guard Security Services**

Firm License Number: **PPO 120362**

Firm Structure: **Corporation**

Firm Address: **21757 Devonshire St. Suite #10 Chatsworth, CA 91311**

Proposer Name: **Shawn Helmandi**

Proposer Title: **Region President**

Telephone: **(805) 559-0379**

E-mail Address: **shawn@goodguardsecurity.com**

Internet Website: **www.goodguardsecurity.com**

Subcontractor / JV Status: **"No Subcontractors or Suppliers Used"**

Year Founded: **1984**

Number of Employees: **309 Full-Time Employees & 67 Part-Time Employees**

Location of Offices: Main Office: **Chatsworth, CA; 2 Branch offices**

Proof of licensing to do business in California: **PPO #120362 via www.bsis.ca.gov**

Good Guard Security, Inc. is a Private Security Agency who is available for City of Oxnard's security service contract. Good Guard is proud to be able to service state clients across California in the private and public sector. It takes working with multiple state agencies (CALFIRE, CALTRANS, DGS, ETC.) and private clients with extensive hours of services that makes us want to scale even bigger and grow as a firm to be the leading security provider across the nation. Although we are small business certified, Good Guard has the formula and structure for providing clients with the best possible service given the right opportunity. Similar RFB opportunities in the past which was given to Good Guard is what ultimately made us most available to the current scope of work required for The City of Oxnard's security needs. Our security officers are all tailored specifically to the environment of your property and site location. Good Guard security professionals are accustomed to protect facilities, buildings, and warehouses from fire, theft, intrusion, and other unlawful acts which disturb the peace of people or property. We also realize that The City of Oxnard has a busy operations center which are targets for violence and theft. This includes areas that are subject to trespassers, as

well as areas with a low security presence that are particularly vulnerable. As a firm we understand the importance of a needed active security team and we are hungry for this opportunity. We are willing to out-work our competitors in order to build a more diverse portfolio as well as to grow our company as a whole.

WHY CHOOSE US

Good Guard has over 60 years of combined experience for general corporate & public sector environments. Due to our many years of experience and business, Good Guard has been chosen by many State Agencies to perform a range of security operations. There are two reasons for our success and progress. The first being our clients trusting us in providing our professional security services. The second is that we are the only company that has a huge emphasis on innovative security systems and solutions. We strive to enhance and simplify outdated systems and come out with new and intuitive ideas to better our workflow.

Any two security firms may have the same talent. Both security firms should be able to schedule, dispatch, manage, etc. Good Guard not only comes with these natural talents of scheduling, dispatching, and managing; but we also come with a strong hunger for growth and perfection. Our team is constantly working on perfecting our services. We come into work with the mindset of "what can we do to better our service with our clients". Whether it be providing additional on duty training to our officers or dispatching a more qualified candidate, we get the job done.

CLIENT SATISFACTION

With each client, Good Guard promises everything required by the client and over-delivers its promise. We can promise The City of Oxnard tailored security services but we will deliver ongoing innovative security solutions to sharpen our pencil as we grow together.

ORGANIZATIONAL STRUCTURE

Good Guard Security has organized its management structure to optimize communication and performance and enhance responsiveness to our clients' security needs. Your security interests are our security responsibility and our security team works together in tandem to deliver the security protection expected for the job.

Good Guard Security is a round the clock 24/7 active and responsive security firm. We have a fully staffed office in order to maintain smooth operations across the field. Our team of qualified managers direct our round the clock dedicated staff to ensure every job is fulfilled. Our fulfillment team has a current list of 120 active rovers who have worked with us in the past. All current guards and rovers possess and keep current CA Guard Card, First Aid Certificate, and CPR Certificate. Should The City of Oxnard need to extend service or add additional security, we have the manpower to get the job done.

Administrative communication is built on VoIP telecommunications, which allows access to a phone almost anywhere and the ability to direct a call anywhere. All Managers, as well as site and operations staff have dedicated company lines with email and text ability, making it easy to reach whoever you need and receive an almost instant response. Our command center is available 24/7, with a live security manager able to handle any and all situations. Good Guard makes it a priority to be reachable at all times as we understand how critical this is in our line of business. We have adopted many forms of communication including phone, radio, email, and text. At any hour, you will get an immediate solution to whatever issue arises.

A contract of this caliber requires a security firm to have a cohesive management team. We also have a 24/7 dispatch in place to monitor all field operations straight from our main Headquarters in Chatsworth, CA. The purpose of our 24/7 dispatch team is to use modern technology/software in order to develop, alter, and optimize guard schedules. The City of Oxnard's contract would fit right into our company structure and run smoothly for the next 5 years.

RELEVANT EXPERIENCE

Good Guard Security is currently providing security guard services to a plethora of government facilities throughout California, such as; Alameda County, Calaveras County, Santa Cruz County, LA County, and more. We cover large state agencies, local libraries, city branches, and more. We were just recently awarded another state contract with CALTRANS which starts June 8, 2021 (Agreement Number 04A6050). Our experience with state, county, and city contracts is led by the security specialists that show the ultimate commitment to security and excellence for the safety of people and property. We have been providing efficient security guard solutions throughout California and hope to be able to showcase our talents with The City of Oxnard.

BSIS PPO LICENSE

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
AUGUST 0, 2018
EXPIRATION DATE
AUGUST 31, 2022
CURRENT DATE / TIME
DECEMBER 3, 2020
4:39:17 PM

LICENSING DETAILS FOR: 120362

NAME: GOOD GUARD SECURITY SERVICES
LICENSE TYPE: PRIVATE PATROL OPERATOR
PRIMARY STATUS: CURRENT

ADDRESS OF RECORD
21757 DEVONSHIRE ST STE 10
CHATSWORTH CA 91311-2963
LOS ANGELES COUNTY
MAP

LICENSE RELATIONSHIPS

OWNER
LICENSE/REGISTRATION ROLE: BUSINESS LICENSE
RELATED PARTY ROLE: PRINCIPAL
NAME: TABIBZADA, HALMAND
VIEW MORE DETAILS

ADDRESS NOT DISCLOSED

PPO TO QUALIFIED MANAGER
LICENSE/REGISTRATION ROLE: PRIVATE PATROL OPERATOR
RELATED PARTY ROLE: QUALIFIED MANAGER
NAME: TABIBZADA, HALMAND
VIEW MORE DETAILS

ADDRESS :
SIMI VALLEY CA 93065-0163
VENTURA COUNTY

GoodGuard
"Simply, GOOD Security!"

GoodGuard
"Simply, GOOD Security!"

PROJECT MANAGER RESUME

Jun Gu

(818) 818-6113

jungu1012@gmail.com

EDUCATION

University of California Irvine (UCI) – B.A. in Criminology Law & Society **2002-2005**

Gabrielino High School **2000-2002**

WORK EXPERIENCE – 20 Years in Security Service Industry

Project Manager
Good Guard Security Inc. **2015 to 2021**

- Payroll Adjustment for 300+ Security Professionals working several posts at different pay rates
- Invoice review and adjustment experience for 150+ Clients
- Win Team Software Experience – Payroll, Scheduling, and Invoicing
- HR Resource Software Experience – iCims, Sterling, Emptech I-9 Verification
- Proficient in Excel, Word, PowerPoint, Salesforce, Proposal Builder
- Known for having excellent Customer Service Skills

Operation Manager
Odona Central Security Inc. **2007 to 2015**

- Manage/Schedule over 45 job sites and 80 employees.
- On call 24/7, Problem Solving
- Install/setup M-post Smart-phone, Detex, electrical D.A.R. and incident report, etc.
- Train Field Managers, Watch Commanders, and security officers
- Post inspection, Armed/Unarmed Patrol private property
- Customer Services

Shift Supervisor / Post Commander Assistant
Universal Security Service **2006 to 2007**

- Patrol private property, Issue parking violation
- Cycop Smart-phone, electrical D.A.R. and incident report, Detex
- Manage Fire Pump, Fire Control Systems, Electrical Systems, Alarm systems, CCTV
- Customer Services

Security Officer

Odona Central security Inc. **2001 to 2006**

- Armed/Unarmed patrol private property
- Control CCTV , Alarm Systems
- Customer services

SKILLS

- Mandarin(Native),English
- California Class C M1 driver license
- California security guard, Firearm permit, Firearm permit calibers .38 .357 9mm
- Baton permit, Tear Gas permit
- First Aid, CPR, AED license
- UPS label systems, Warehouse forklift
- MacOS, WinOS, MS office,
- Computer repair and test
- Good communication skills, Problem Solving skills

STAFFING / AVAILABILITY

Immediately following contract award, Good Guard will implement a comprehensive staffing strategy to address retention and acquisition of qualified personnel. Assessing and identifying retained staff is a primary task. Good Guard collects resumes and conducts interviews of qualified candidates internally and locally. Over the many years in business, our manpower for security professionals has increased. After vetting incumbent staff, managers will evaluate remaining positions against resumes and identify the staffing gap, if one exists.

The Company's corporate management team is made up of industry executives who understand your business needs and have in place the programs and training to ensure clients receive best-in-class services. Good Guard headquarters in Chatsworth, CA will be the home of the support team behind the employees and managers providing your security. Support staff and management will have specific knowledge of your security program and market, and will oversee strategy, hiring, training, scheduling, supervision and administration. Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans •
- Ordering, fitting and distributing uniforms
- Quality assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

APPOINTED ROLES

Should Good Guard be awarded The City of Oxnard's contract, we have allocated the following key personnel for the project.

Key Personnel	Expected Role / Responsibility	Availability
Project Manager	Project Management	50%
Assistant Project Manager	Quality Assurance	100%
Security Supervisors	Field Supervision	100%
Unarmed Security Officers	Security	100%

OUR HIRING PROCESS

Good Guard's local and regional Human Resources team are actively engaged with our management team and the security professionals from the beginning of the partnership. Human Resources manages the hiring and screening process. Good Guard's benefit to The City of Oxnard's contract is that we have over 800 employees down the pipeline. The benefit of being in service for such a long time has made our company's retention with our personnel a breeze. The number one objective of Good Guard's screening process is to identify quality security personnel. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with our local branch recruiting team. Good Guard Security has an intensive recruitment and screening program. Our staffing system allows us to properly recruit and dispatch qualified security personnel to appropriate job sites. We believe in providing quality security services and in order to provide top tier service, we have designed a rigorous screening program. Good Guard requires each officer we assign a 2-year minimum on duty job experience. Along with the required work experience, our screening program includes criminal history background check, drug testing, and an intensive onboarding assessment. Employees are handpicked for character, attitude and personal discipline.

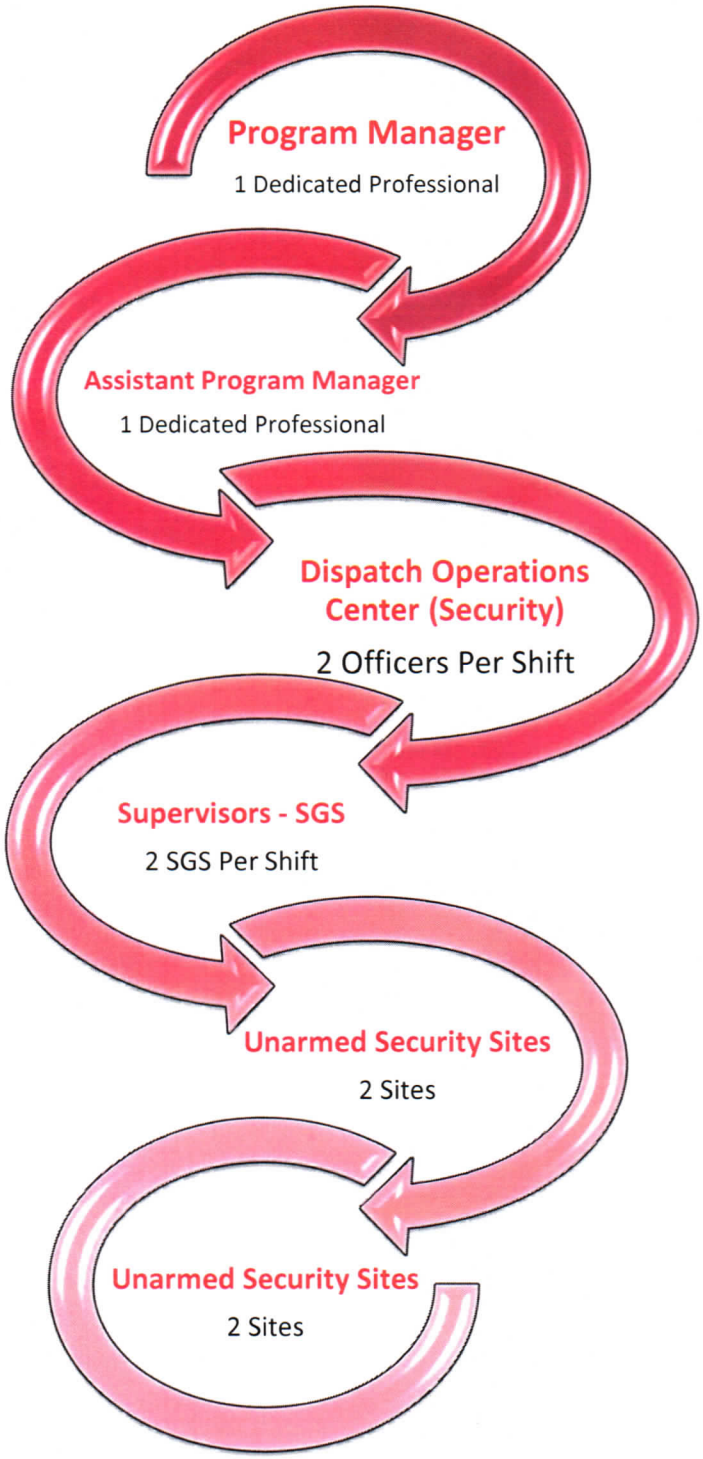
TRAINING

It is our belief that providing security personnel with sufficient "job related" training will be of benefit to both our personnel and to our client's expectation. Good Guard has a comprehensive training program which aims at improving daily operations for our officers in the field. Our managers have designed training modules in the form of PowerPoints and PDF handouts which we provide each guard before assigning them to a particular site. By presenting PowerPoints which includes day to day operations and

on duty post orders prior to assigning a location to our officer has benefited our staffing model. This has greatly improved our turnover for security officers. Giving security personnel a sufficient run down of their job description tailored to each client needs is what we emphasize on. We make sure security personnel are diligent and are able to use good judgement while at work.

GoodGuard
"Simply, GOOD Security!"

PROJECT ORGANIZATION CHART



CREDENTIALS/CERTIFICATIONS/LICENSES

Project Manager: Jun Gu

Responsible for supervising, administering, and managing the project through effective daily management and operation of a security force, its readiness, its mission, and its security program while managing a staff of site supervisors, administrative personnel and technical positions as required. Responsible for the unit security forces training program, ensuring all unit and individual training requirements are met. Responsible for the effective management of funds and personnel and is accountable for the quality and timely delivery of contractual items.

Duties:

The project manager assists other security personnel in the protection and antiterrorism programs and security programs to include information, personnel, and physical security; and performs other related duties. He/she accomplishes security force unit management and administration to include supply, equipment, mobility, and readiness functions; personnel, administrative, and budgetary actions; and the utilization of automated data processing programs and products. The project manager has the authority to commit the company to operational requirements with the client and is directly responsible for maintaining close liaison with the customer. He/she assists with the development of operational budgets, monitors and controls project expenditures, conducts staff meetings, evaluates subordinates and approves operations and financial reports. The project manager displays excellent interpersonal, communication and organizational skills, develops work schedules; address and resolve employee issues, interfaces with client and address/ resolve client's concerns, and ensures contract compliance and customer satisfaction. He/she provides on-the-job training; prepare operations and management reports, develops and implements post orders (special and general), and creates and implements managerial and operational policies and procedures.

Education and Experience

The project manager must possess an Associate's degree from an accredited university or college in law enforcement, security management or related fields or 7 years of directly related experience in the application of security principles for the protection of critical national assets, including the protection of sensitive materials, weapons, facilities, and personnel. He/she must have advanced/specialized educational courses in areas related to law enforcement. The project manager must have demonstrated ability to understand the application of a wide range of national, state and local laws and security requirements sufficient to develop and evaluate complex protection strategies for assets.

Supervisor: Brady Osorto

Good Guard Security Inc. supervisory personnel are required to possess a minimum of 5 years supervisory experience including working alongside law enforcement personnel. Our supervisors are in charge of scheduling, assigning security posts, and acting as liaison between the responsible managers and our clients. Supervisory personnel are available to you 24 hours every day in order to maintain quality assurance and excellent customer service on behalf of GGS management and our clients. Responsible for controlling access to client facilities by ensuring positive personal identification of individuals requesting entry with the authority to stop,

detain, and arrest any persons committing a security or criminal violation on client property. This position requires a focus on maintaining low risk exposure to contractor and client. Requires availability to work with no time, shift, or day restrictions and may require augmentation of patrol team staff during their absence.

Duties:

Supervisor duties include foot patrol of interior buildings and exterior parking areas, interaction with client representatives, generating daily activity reports to be handed into clients, and observing and reporting situations that may arise to management of Good Guard Security, Inc. and to the client. He/she adheres to the policies and procedures implemented by Good Guard Security, Inc., regarding use of a firearm during duty hours. The supervisor will inspect/evaluate the officers at various accounts, train and mentor officers at accounts, and help diagnose and trouble shoot issues at accounts. He/she will generate reports regarding site inspections, be flexible in terms of shift and days and willing to hold post, insures daily reports are clear, concise and complete, as well as insures accountability of equipment used nightly and inspects for misuse. The supervisor will monitor commercial deliveries for controlled prohibited items, conducts vehicular patrols of the grounds, parking lots, garages, cartilages and adjoining public areas and promptly reports unsafe or prohibited conditions, procedures, or activities. He/she has the authority to arrest detain, or enforce laws as granted by the relevant state or municipal authorities, detects and reports criminal acts, and enforces property rules and regulations. The supervisor responds to emergency situations involving the safety and security of the facility, controls access to specific areas of a facility or building and acts as a crowd control monitor, and the duties involve serving at a fixed post, making rounds on foot or by motorized vehicle, or escorting persons and property.

Post Commander / Lead Officer: Kevin Bon

Good Guard Security Inc. supervisory personnel are required to possess a minimum of 4 years' security experience at or above the highest grade of the personnel to be supervised; or honorable separation from a branch of the U.S. Military and/or Certified Peace Officer experience. Post Commander / Lead Officers are uniformed personnel providing Under the direction of the Program Manager, Assistant Program Manager and/or the Supervisor, the Shift Supervisor oversight for contract operations on client-designated shifts and/or post locations. The Shift Supervisor coordinates shift activities related to security; including delegating work; communicating goals and expectations; responding to incidents, performing post inspection, updating duty logs; coaching and training assigned security personnel to ensure effective execution of security duties. This is a working position and the incumbent is expected to perform all of the same duties and tasks as the Security Professional as needed.

Duties:

Responsible for day-to-day supervision, motivation, coaching and training of site employees, specifically executing site-specific orientations including review of Post Orders, routine responsibilities, response to emergency situations and/or specific clients' needs. Directly responsible for ensuring all training modules and tests are administered according to company guidelines. May also assist in conducting performance evaluations of Security Professionals with Security Management. Make post inspections on a continuing basis and spend the quality

time required to acknowledge and ensure adequate security officer performance, including inspection of officer's appearance and review of the actual duties performed by personnel. Assist Security Management in implementing the emergency procedures established for the building. In their absence, take responsibility to implement emergency procedures during fires, earthquakes, power failures, etc. Also assist in the operation of Fire/Life/Safety systems in an emergency situation. Coordinate and report to Security Management on the status and upkeep of systems and equipment monitored by security. Includes coordinating and overseeing the activities of the Command Center and Fire Control Rooms (if applicable) and being responsible for all training in these areas. Identify any personnel problems occurring at posts, such as payroll issues, employee relations complaints or other concerns, and forward any such issues according to contract chain of command. Review daily all logs and incident reports, and pass on to Security Management any unusual occurrences, disciplinary issues, call offs, or missing documentation. Follow up as directed by Security Management.

Security Officer (SG1): TBD

Responsible for controlling access to client facilities by ensuring positive personal identification of individuals requesting entry with the authority to stop, detain, and arrest any persons committing a security or criminal violation on client property. This position requires a focus on maintaining low risk exposure to contractor and client operations with a focus on profit. Requires availability to work with no time, shift, or day restrictions and may require augmentation of patrol team staff during their absence. Our officers maintain security at the client's facility by being properly trained an effectively working his or her assigned post. They conduct roving patrols, and report security incidents or hazardous conditions. Our officers screen employees, guests and visitors to the client's facilities. Other duties include monitoring security alarms or fire systems, issuing and controlling visitor passes as well as maintaining and monitoring the visitor sign-in and sign-out log.

Education and Experience

Our security officers must be 21 years of age with a High school diploma or GED plus completion of a certified security training program or local, state or federal law enforcement training academy. All officers must have 3 years of continuous work experience that demonstrates reliability, dependability, attention to detail, and a good work ethic. They must be dependable, reliable and possess sound judgment. Our security officers must successfully complete a background investigation to include a criminal, credit, reference checks and a drug screening. They must have good interpersonal skills and present a neat and professional appearance and must be of sound character, demonstrate good judgment. All armed guards must also have a valid state driver's license with clean record and valid Security Guard Permit. They must possess a valid Baton Permit, a valid Mace Permit and a valid Firearms Permit. Our security officers must have a clean criminal background, pass a pre-employment drug screening, and possess written and oral communication skills. They must possess computer skills, pass a government background investigation, and obtain and maintain a firearms permit and certification. All officers must have American Red Cross First Aid/CPR certification, demonstrated knowledge of mathematical concepts including computation of rates, percentages, averages and reconciliation, and the ability to multi-task within a fast-paced environment. judgment, and a minimum of three years armed security, law enforcement or

military police experience. Must have a thorough understanding of security policies and procedures, security and safety alarms, access control systems and emergency contingency plans. Must be mature and display clear presence of mind under stressful situations. Must successfully complete a background investigation, including criminal and employment checks as well as a drug screening. Must have good interpersonal and communication skills and present a neat and professional appearance.

W-9

- Refer To "Attached W-9"

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Good Guard Security, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
21757 Devonshire St. #10

Requester's name and address (optional)

6 City, state, and ZIP code
Chatsworth, CA 91311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 4 - 3 2 7 3 2 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 1/9/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

AGREEMENT A-8320 WITH GOOD GUARD SECURITY SERVICES FOR UNARMED SECURITY PATROL SERVICES

Public Works and Transportation Committee
April 13, 2021

Todd Vasquez-Housley
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8320 with Good Guard Security Services in the amount not to exceed $777,600 for a three year term through June 30, 2024 for unarmed security patrol services at the Del Norte Regional Recycling and Transfer Station, the Oxnard Wastewater Treatment Plant, and the Advanced Water Purification Facility.

BACKGROUND

- The Public Works Department (Public Works) is responsible for the operation of:

➢ Del Norte Regional Recycling and Transfer Station (Del Norte)

➢ Oxnard Wastewater Treatment Plant (OWTP)

➢ Advanced Water Purification Facility (AWPF)

- Unarmed security patrol services provided by Professional Security Consultants (PSC) since November 2018 under Agreement A-7965 which expires June 30, 2021

BACKGROUND

Facility locations and acreage

Site	Address	Acreage
Del Norte Regional Recycling and Transfer Station	111 South Del Norte Blvd., Oxnard, CA 93030	16
Oxnard Wastewater Treatment Plant	6001 Perkins Road, Oxnard, CA 93033	30.4
Advanced Water Purification Facility	5700 Perkins Road, Oxnard, CA 93033	4.7

- Located in remote areas of Oxnard and require additional security services to support 24-hour public utility operations
- Security services act as first deterrent for inappropriate activity, ensure safety of personnel, protect property/public and guard against vandalism

DISCUSSION

February 12, 2021: City issued a request for bids (RFB) to solicit security patrol services due March 11, 2021

- RFB was posted on the City's website and www.publicpurchase.com
- City received 12 proposals, 11 determined to be "qualified"
- Initial lowest bidder disqualified for incomplete bid submittal - addenda missing
- A table summarizing bid results follows on the next slide

DISCUSSION

RFB #PW 21-60 bid results:

RFB No. PW-21-60 Bid Results		COST PER HOUR			
Rank	Security Services - Bidders	Security Patrol Services Per One Guard	Guard Services Per One Guard	Holiday Weekend Guard Services, per Patrol Unit, per One Guard	Additional Security Guard Personnel
1	Vigilant Eye Private Security	$26.00	$20.83	$39.00	$20.83
2	Good Guard Security Services	$21.50	$21.50	$32.25	$21.50
3	Eagle One Security, Inc.	$21.95	$21.95	$33.00	$24.00
4	Alltech Industries, Inc.	$26.27	$23.85	$35.78	$35.78
5	Servexo Protective Services	$24.45	$24.45	$36.65	$24.45
6	Professional Security Consultants	$24.54	$24.54	$36.80	$24.54
7	RAM Security and Investigative Services, Inc.	$30.05	$25.84	$43.32	$25.84
8	Inter-Con Security	$26.06	$26.06	$37.66	$26.06
9	American Guard Services, Inc.	$31.09	$27.87	$40.42	$27.87
10	Triton Global Services, Inc.	$24.61	$27.94	$36.42	$24.61
11	Absolute International Security	$29.80	$29.80	$43.26	$29.80
12	Pacwest Security Services	$35.70	$35.70	$35.70	$53.55

DISCUSSION

- Good Guard Security Services will be responsible for providing the following security patrol services for after business hours, weekends, and holidays.

- ☐ Entry point control and monitoring
- ☐ Foot patrols throughout the Del Norte, OWTP, and AWPF facilities
- ☐ Monitoring of video surveillance footage
- ☐ Preparation of daily reports
- ☐ Reporting incidents to Oxnard Police, Fire and Public Works Departments

- Presence of unarmed has reduced the frequency of after-hours access, vandalism, property damage and theft

- Good Guard Security Services meets all required City contractual provisions - business tax certificate, insurance and corporate filing with the California Secretary of State

FINANCIAL IMPACT

- Total value of Agreement over the three-year term is $777,600
- Agreement begins July 1, 2021 and ends June 30, 2024
- Funds will be recommended in the FY 2021-22 Budget
- The cost for security patrol services will be requested in future fiscal year budgets

FUND ACCOUNT	FY 2021-22 SPENDING PLAN	FY 2022-23 SPENDING PLAN	FY 2023-24 SPENDING PLAN	TOTAL
Advanced Water Purification Facility Fund - 601-6012-842-8209	$28,200	$28,200	$28,200	$84,600
Wastewater Treatment Plant - 621-6202-842-8209	$85,000	$85,000	$85,000	$255,000
Environmental Resources - 638-6315-842-8209	$146,000	$146,000	$146,000	$438,000
TOTAL	**$259,200**	**$259,200**	**$259,200**	**$777,600**

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Award Agreement A-8321 to Carollo Engineers, Inc. for Consulting Services for Water and Recycled Water Distribution Process Support. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8321 with Carollo Engineers, Inc. in the amount not to exceed $450,000 for a three-year term ending May 3, 2024 for consulting services for water and recycled water distribution process support.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/w1olbr6l6jg

BACKGROUND

The Water Division is responsible for the transmission and distribution of potable water to City customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines. The City delivers over 20 million gallons per day of safe and reliable potable water supply to customers.

The Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road treats OWTP secondary effluent to produce up to 6.25 million gallons per day of highly purified recycled water. The AWPF utilizes microfiltration, reverse osmosis, and advanced oxidation treatment to produce a recycled water product that meets the stringent state requirements for aquifer recovery and storage program and irrigation of edible crops.

The City's potable water system and AWPF require regulatory and technical expertise related to permit compliance, operational issues, and distribution process support. The ability to consult with water professionals in the area of water and recycled water issues is crucial in maintaining regulatory compliance and resolving any technical issues that arise in a timely manner.

DISCUSSION

On November 30, 2020, the City's Purchasing Department, on behalf of the Water Division, released Request

for Qualification (RFQ) PW 21-38 for Consulting Services for Water and Recycled Water Distribution Process Support. Statements of Qualifications (SOQ) were due January 11, 2021. The City received a total of eight (8) responses.

The Water Division Manager, Water Operations Manager and the Water Management Analyst reviewed the SOQs based on the responsiveness of each bidder with regards to regulatory requirements, water process, and recycled water process expertise. All eight (8) vendors met the minimum qualified requirements.

On March 9, 2021, the City's Purchasing Department, on behalf of the Water Division, released Request for Proposal (RFP) PW 21-66 for Consulting Services for Water and Recycled Water Distribution Process Support with a deadline date of March 23, 2021. The City received a total of three responses. Upon full evaluation of all submitted proposals, Carollo Engineers, Inc. was determined to be the most qualified vendor to provide the distribution process support services. Carollo Engineers, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and a corporate filing with the California Secretary of State.

The professional services under these agreements will be composed of task orders for each individual assignment approved by the City and under supervision of the Water Division. The task order proposal will identify a concise description of the Scope of Work to be performed by the Consultant, the method by which the Consultant plans on completing the work, and a schedule for completion of the work. It is the Consultant's responsibility, in consultation with the City, to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. The work does not include planning, design or construction related services. The following list identifies some, but not necessarily all, of the possible tasks at both the potable water system and AWPF:

Regulatory Compliance and Permit Review Assistance:

- California Division of Drinking Water (CDDW) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Process Operations and Optimization:

- Perform blending stations and desalter optimization analysis
- Perform Certified Annual Water loss Audit Validation
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update water division standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use
- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize available groundwater allocations and reporting

● Evaluate and recommend O&M cost savings initiatives

Groundwater Hydro-geologic Evaluation and Optimization:

● Develop groundwater production strategies to balance supplies and avoid penalties in response to FCGMA reductions in groundwater allocations and CMWD reductions in imported water supply.
● Provide groundwater pumping and water quality reports.
● Provide water blending alternatives to maintain uniform water quality within the system.
● Provide well performance and production capacities to define limitations for each blending station. Develop optimization strategies.
● Provide technical support to the City's ASR program.
● Provide technical support and assessment to undocumented wells to determine appropriate response and the course of action required.
● Provide technical support to local groundwater supply and reduction issues
● Provide technical support to FCGMA annual reporting, allocation transfer, new development groundwater allocations, and pump back allocation
● Provide technical support to existing well maintenance and rehabilitation

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this three-year agreement with Carollo Engineers, Inc. for consulting services for water and recycled water distribution process support is $450,000 through May 3, 2024. Individual projects will be issued as task orders and be based on specific scopes of work and proposals submitted. The estimated spending plan for FY 2020-21 is $37,500 and will be funded from available appropriations in the Water Operating Fund 601 (Water Procurement-account 601-6010-842-8209 and Recycled Water- account 601-6012-842-8209). The costs for these services in subsequent fiscal years will be requested during the annual budget process. The Water Division will ensure sufficient funding for each task order prior to initiating the work.

Consulting Services Spending Plan				
FY 2020-21	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**	**TOTAL**
$37,500	$150,000	$150,000	$112,500	$450,000

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. Carollo A-8321
2. WMC Proposal
3. Presentation

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date:_____(Date Signed by Mayor)

(2) Consultant: Carollo Engineers, Inc.

(3) Services: On-Call Consulting Services for Water and Recycled Water Distribution Support

(4) Schedule of Services: See Scope of Services

(5) Agreement Ending Date: May 3, 2024

(6) Total Agreement Amount: $450,000

(7) City's Project Manager: Omar Castro, Water Division Manager

(8) Consultant's Project Manager: Tracy Warriner, P.E.

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

Attn: Tracy Warriner, P.E.
2795 Mitchell Drive
Walnut Creek, CA 94598

FOR CITY:

Attn: Omar Castro,Water Division Manager
251 S. Hayes Avenue
Oxnard, CA 93030

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

twarrnier@carollo.com

CITY'S PROJECT MANAGER:

omar.castro@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:
X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-A)

AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall notreimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at thatfiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copyof this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amountexceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultantshall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnifyand applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action orproceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provideCity with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, includingcomputer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in partat the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relationto this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and itsemployees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-termdisability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible forsuch subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services

performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisionsmade by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reasonat all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations,

representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. City's Responsibility: City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. City's Project Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

39. Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

1. 40. Third Parties: The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

_____ _____
X John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen,City Manager
☐ Daniel Willhite, Purchasing Agent
☐ _____, Buyer

ATTEST:

_____ _____
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

CAROLLO ENGINEERS, INC.

_____ _____
Eric Mills, Vice President Date

_____ _____
Tracy Warriner, Assoc. Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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

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

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

SCOPE OF SERVICES EXHIBIT

This contract will be on a task order basis and to task orders are guaranteed.

Task 0 – Project Management

Provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all consultant's subconsultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

Task 1 – Regulatory Compliance and Permit Review Assistance

Provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- California Division of Drinking Water (CDDW) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

Task 2 – Process Operations and Optimization

Provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform blending stations and desalter optimization analysis
- Perform Certified Annual Water loss Audit Validation
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update water division standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use
- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize available groundwater allocations and reporting
- Evaluate and recommend O&M cost savings initiatives
- Regulatory compliance training
- Water and Advanced Water Treatment Operator certification training

Task 3 – Groundwater Hydro-geologic Evaluation and Optimization

Provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Develop groundwater production strategies to balance supplies and avoid penalties in response to FCGMA reductions in groundwater allocations and CMWD reductions in imported water supply.
- Provide groundwater pumping and water quality reports.
- Provide water blending alternatives to maintain uniform water quality within the system.

- Provide well performance and production capacities to define limitations for each blending stations. Develop optimization strategies.
- Provide technical support to the City's ASR program.
- Provide technical support and assessment to undocumented wells to determine appropriate response and the course of action required.
- Provide technical support to local groundwater supply and reduction issues
- Provide technical support to FCGMA annual reporting, allocation transfer, new development groundwater allocations, and pump back allocation
- Provide technical support to existing well maintenance and rehabilitation

CAROLLO ENGINEERS, INC.
Rate Schedule

	Hourly Rate
Engineers/Scientists	
Engineering Aide	$125.00
Assistant Professional	156.00
Engineer	183.00
Lead Project Professional	225.00
Senior Project Engineer	252.00
Supervising Project Engineer	275.00
Project Manager	286.00
Senior Professional	313.00
Technicians	
Technicians	121.00
Lead Technicians	155.00
Senior Technicians	190.00
Support Staff	
Document Processing / Clerical	138.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately
Mileage at IRS Reimbursement Rate Effective January 1, 2021	$.56 per mile Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

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

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

1/21

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SUBMIT IN DUPLICATE

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

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made

❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS $

	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

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

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I_____(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____)_____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$_____per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I_____(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Prepared for the
CITY OF OXNARD

Consulting Services for Water and Recycled Water DISTRIBUTION PROCESS SUPPORT

RFP# PW 21-66

PROPOSAL | MARCH 2021

carollo
Engineers...Working Wonders With Water®

Table of Contents

COVER LETTER

SCOPE OF SERVICES 1-15

APPENDIX

Tab A - Proposal Checklist

Tab B – Acknowledgement

Tab C - Company Profile/Experience

Tab D - Scope of Services

Tab E – References

Tab F - Cost Proposal/Budget Narrative

Tab G - Proposer Attachment

RESUMES

Engineers...Working Wonders With Water®

707 Wilshire Boulevard, Suite 3920, Los Angeles, California 90017
P. 213.489.1587 F. 213.572.0361

March 23, 2021

City of Oxnard
City Hall, Purchasing Division
300 West Third Street, 2nd Floor
Oxnard, CA 93030

Subject: Proposal to Provide Consulting Services for Water and Recycled Water Distribution Process Support

Dear Selection Committee Members:

Carollo Engineers, Inc. (Carollo) has an established history of collaboratively working with the City of Oxnard (City) to deliver successful water, wastewater, and recycled water projects. For this contract, Carollo seeks to continue our service to the City by providing as-needed support to improve and enhance your water and recycled water treatment operations. We offer the City a qualified team of experts, many of whom are local and familiar with the City's water and recycled water systems.

Water and Recycled Water Experts. We have assembled a team of technical experts in water treatment, operations, and regulations that includes specialists with significant experience in advanced water treatment facilities and desalters. Our team brings valuable experience performing condition assessments and analyses of local and nationwide facilities, and has regulatory and permitting expertise to help position the City for reliable permit compliance in the future.

Unmatched System Knowledge. Carollo offers the City a team of familiar faces with unmatched knowledge of your system, gained through completing previous projects for the City. Principle-in-charge Tracy Warriner worked on the City's Integrated Master Plan, which thoroughly examined condition, performance, and needs to establish a holistic Capital Improvement Program (CIP). She also provided engineering support for the City, including regulatory, financial, and environmental services, such as permitting for the recycled water ASR wells and developing an engineering impact report.

Our technical strength and established history with the City position us to provide effective and innovative solutions for the City's water and recycled water treatment needs. We have supplemented our team with local subconsultants that can provide responsive support from within Ventura County, including Sites Pacific, ASR Systems, Inc., and Hopkins Groundwater Consultants, Inc. We look forward to continuing to work with you over the next several years. Please contact us with any questions at 925-932-1710 or Tracy's personal cell phone, 925-788-7005, as you have done in the past.

Sincerely,

CAROLLO ENGINEERS, INC.

Tracy C Warriner, PE
Principal-in-Charge

Enclosure: Proposal

Scope of Services

Scope of Services

Below we further define our understanding and experience with the three main tasks listed in the RFP.

In this proposal, we highlight several key elements, discussed in the following pages:

- Water and recycled water regulatory/permitting support.
- Optimizations – blending stations/desalters for water quality, chemicals, and energy use.
- CMMS.
- Tech memos/reports/maintenance improvement plans.
- Costs – capital, life-cycle, and cost-benefit analysis.
- SOPs.
- Hydraulic modeling.
- O&M cost-savings initiatives.
- Training – Water and Advanced Water Treatment Operators (AWTO).
- ASR/groundwater/hydrogeologic.

Carollo evaluated Santa Barbara's water supply mix and assessed the impact of climate change and conservation on its supply portfolio.

TASK 0 – PROJECT MANAGEMENT

Carollo's overall approach to delivering the services listed for the typical projects follows four straightforward, logical steps:

1. ***Defining the problem*** **–** Clearly define the problem needing to be solved, all associated or possibly linked aspects or elements, and all departments/agencies/regulators that could be affected.
2. ***Defining the current situation*** **–** Define the current facilities, reports, flows, chemicals, and their current status, as well as any regulations, and identify both internal and external stakeholders. It is important to identify the stakeholders, or "audience," since it could affect the path to the deliverable as well as the outcome desired.
3. ***Conducting the analysis*** **–** Identify several alternatives to consider; compare them on a qualitative and quantitative basis and identify the recommended option. As part of the analysis, we would gather information and partner with the facilities distribution and O&M staff to review the draft findings. We would then further define and substantiate the recommended option. Data and facts would be used to support the selection of the recommendation(s). This could also include defining the preferred future outcome.
4. ***Providing the outcome*** **–** The deliverable should be provided in the most beneficial and cost-effective format needed by the City and/or the regulator. The deliverable could be in the format of a technical memorandum (TM), project memorandum (PM), report, a letter, a summary email discussion of options, etc. All technical deliverables would be QA/QC checked and stamped by the responsible registered engineer.

The above four steps to delivering the services would be discussed with the City prior to determining the detailed scope of services, schedule of work, and budget needed to complete a requested project. Steps 1 and 2 clearly link to defining the detailed

scope of work, which we do for all Carollo projects, including those we have delivered to the City.

To define costs, Carollo has a practice of developing budgets using excel spreadsheets based on labor hours. These defined budgets are then used to control costs with the various disciplines working on the projects. Along with the scopes and budgets, Carollo develops schedules that meet the City and Carollo needs. The schedules generally show key project milestones and required submittals/ deliverables, as well as completion of the work prior to meeting the City's overall time limits, all while considering any related state or federal funding needs.

Quality Assurance/Quality Control

Carollo has a strong and long-term commitment to quality. Our QA/QC review process provides systematic and proven results as we plan and manage quality to be a part of every project. We start our QA/QC process at project initiation. Our QA/QC includes job-specific procedures and standards, report and design checklists, formal internal work product reviews, coordination reviews, progress design submittal reviews, cross-checking procedures, construction cost reviews, constructability reviews, discipline calculation checks, and project reviews with the City.

Applying the right reviews at the right time is critical to ensuring that the project starts off correctly and ends successfully. Our principal-in-charge/PM, Tracy Warriner, bears ultimate responsibility for quality assurance on each assignment. We have defined our QA/QC goals as follows:

- Minimizing errors and omissions in all work products.
- Controlling design and construction costs by "doing it right the first time."
- Maintaining schedule and permit compliance through efficient delivery.

Before submitting a deliverable to the City, we will conduct a QA/QC review using senior-level engineers with expertise in the appropriate discipline area. And, as appropriate, we can also perform a constructability review using our in-house construction management staff at around the 50 percent design level. Additionally, we will continually emphasize quality control to our project team by conducting informal reviews of all deliverables as the work progresses.

At a minimum, we perform a QA/QC review on the following types of deliverables:

- Studies and preliminary design documents (soundness of logic, justification of conclusions reached, readability, clarity).
- Design calculations (assumptions, accuracy, and completeness).
- Bid documents (clarity, consistency, constructability, biddability).
- Construction cost estimates (quantity takeoffs, unit prices, contingencies, level of accuracy, project risk factors).

Project Coordination

Carollo has a solid foundation built on continued recurring client service and meeting client deliverables and expectations for over 87 years. We also have technical experts in all the areas related to water and recycled water planning, design, operations, distribution, and construction. These experts will be available as needed to address any issue encountered.

Given the current state of health conditions and the need for virtual meetings, we have encountered occasional issues relying on Zoom for meetings and the service provider being over loaded. In this case, we would contact you by cellphone to reschedule. Carollo uses Microsoft Teams for meetings, and we have been able to continue all business as normal during the pandemic, even with some of our offices open and some closed. If there are internet issues, we have our own staff of IT professionals whom we can contact immediately to troubleshoot the problem and come up with solutions.

Data transfer and file management can also be an issue on some projects. Since we have been working with the City since 2010, we have provided some City staff/management access to our ProjectWise file system to allow both parties access to the same document at the same time. Also, since we have staff living in Ventura, we could have them directly pick up or drop off any items needed from the City.

TASK 1 – REGULATORY COMPLIANCE AND PERMIT REVIEW ASSISTANCE

Carollo regularly works with agencies to support their permitting needs. Since water is all we do, we are intimately familiar with permitting for water and recycled water (non-potable and potable) compliance.

Carollo has worked to support the City with meeting your water and recycled water permitting requirements for over a decade. Initially, Carollo developed the GRRP Engineer's Report to meet the California's Division of Drinking Water (DDW) permit requirements for your ASR planned groundwater augmentation project. This project included AWPF data collection and sampling, development of the technical report, meetings with the DDW, and a public hearing to present the program publicly. Carollo also supported the City by coordinating with the state and regional water boards regarding development of your latest WDR/WRR permit, which ended with the conclusion to combine both the non-potable irrigation recycled water use and potable recycled water use into one permit document. This was done to help the RWQCB streamline the end user's permit.

Carollo also coordinated with the local hydrogeologist, HGC, a subconsultant on this team, on the sampling requirements for the ASR wells. Carollo is currently supporting the City's WDR/WRR permit needs by developing the Quality Assurance Project Plan (QAPP), a requirement for the Operations Optimization Plan (OOP). We are also summarizing the remaining items needed before the recycled water can be injected into the ground.

- ✓ **BEST-IN-CLASS WATER TREATMENT EXPERTS**
- ✓ **EXPERIENCED CONTRACTOR TRAINED COST ESTIMATORS**
- ✓ **COMPREHENSIVE MODELING TOOLS FOR PROCESS AND COST OPTIMIZATION**

Our subconsultant, Sites Pacific, has assisted developers and commercial and industrial operators in obtaining approvals and permits from VCAPCD and CUPA. The president of Sites Pacific, Hollee King Winegar, has worked as a consultant for the City of Oxnard's Public Works Department for the past 12 years assisting with permitting and with environmental review documentation, and has experience with the GREAT Program, AWPF projects, and capital improvements.

TASK 2 – PROCESS OPERATIONS AND OPTIMIZATION

Whether optimizing water quality or quantity with blending stations, chemicals, or energy usage, an electronic tool is the most efficient since it allows for a wide variety of scenarios to be accomplished in a short timeframe. For this process, Carollo recommends using Blue Plan-it®, a fully customizable water resources decision planning and management tool.

Managing all water resources as "one water" in one integrated platform requires a holistic approach. Optimizing using a planning and management tool allows for easily conducting and changing multiple iterations according to changing conditions. The Blue Plan-it® One Water Suite can easily complete the following:

- Establish a whole system water balance.
- Evaluate alternative planning scenarios for various conditions, such as droughts.
- Identify the most cost-effective and beneficial approaches for using available flow streams, chemicals, and energy.
- Assess distribution system water quality.
- Provide water portfolio summaries.
- Determine sizing of future water facilities.
- Prioritize proposed projects using the dynamic CIP planner.

CMMS

Some of our same project team members are currently working on a computerized maintenance management system (CMMS) for an agency that also represents water, wastewater, and recycled water assets. This experience could be directly applied to the City's needs on this topic.

Using a mobile electronic data gathering tool allows for collecting the data of asset nameplate information, asset type information, and photo documentation. Our teams will use the tool on iPads in the field. Once completed, the data will be aggregated with other asset registry data. Following the evaluation of asset information and consolidation into the final data registry, the database will be saved in a format that allows for uploading the asset registry back into the City's CMMS. This will effectively update the existing asset registry with refined condition scores for existing assets, and complete information for assets not currently recorded in the system. This up-to-date information will support the management of the assets and recording of asset life-cycle costs within the CMMS and provide the foundational data for the City to effectively manage assets.

Tech Memos, Reports, and Maintenance Improvement Plans

We have developed and submitted thousands of technical memorandums and reports to our clients and have document processing standards that the entire company follows. Technical writers are also available, per client request, for a readability and grammar review. Both types of deliverables are stamped by the registered engineer who led its development.

To develop maintenance improvement project plans, Carollo starts at the ground level. We have found that the frontline operators are willing to discuss their issues with any process or system. Their feedback is then added as part of an in-depth condition assessment to document the current state of equipment and structures. From this information we can identify the items that need the most attention, and those with useful life remaining. Our compilations are reviewed by your engineers and O&M staff to determine rankings and priorities. The results can be bundled into projects that allow O&M to continue daily water/recycled water processes with a minimum amount of work disruptions. Because staff is involved from the beginning, they are much more receptive and supportive when upgrades start.

Costs (Capital, Operations, Life-cycle, and Cost-benefit Analysis)

Successful planning looks not only at technology, but also the immediate and long-term costs of project implementation. Understanding the relationship of one-time capital expenditures and annual costs is key to the City's long-term planning strategy. Every situation is unique in terms of the financial influence on planning decisions. For example, projects may be funded by grants or low-interest loans, which could favor projects with higher upfront capital costs and lower operation and maintenance costs. Conversely, projects with longer horizons for recovering capital expenditures may favor lower capital cost and operations costs that grow with the customer base.

To make these decisions, the City's consultant must not only understand the technical aspects of water supply and treatment but must also have real-world cost estimating expertise and financial professionals focused exclusively on the funding mechanisms employed by public agencies. Carollo checks all those boxes.

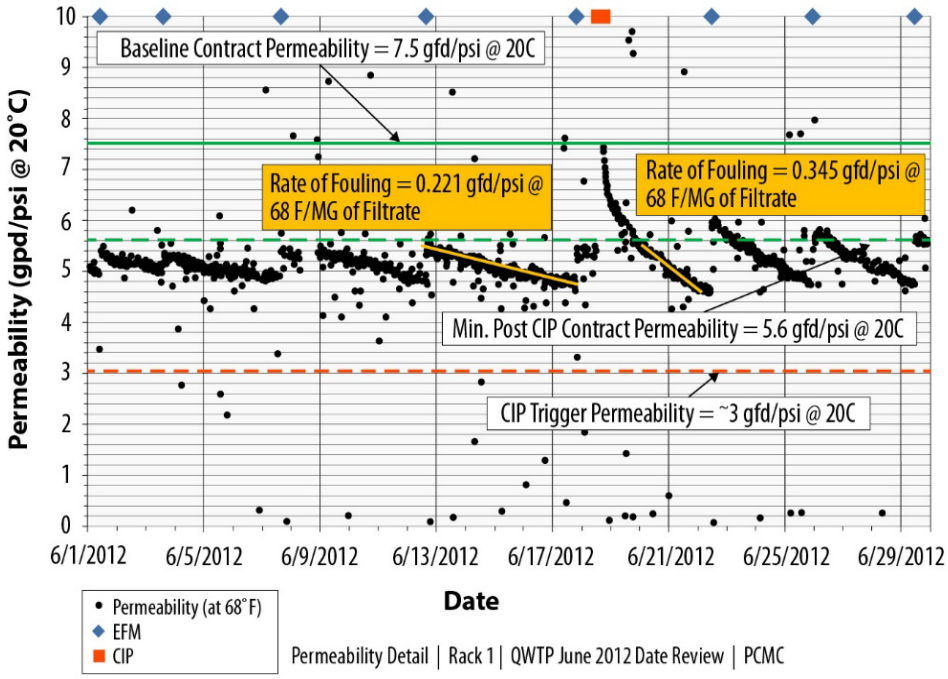
Leveraging Our Best-in-class Water Treatment Experts

One example of how Carollo can support the City is through leveraging our Pall MF data management tool. This tool evaluates the mountains of data generated by the Pall control system and compares the performance to the design parameters. By doing this deep dive into the operating data, Carollo can immediately help the City optimize performance of the AWPF facility and reduce operations cost. For RO systems, automating the analysis of data allows dialing in RO system performance and establishing the best operating procedures and cleaning intervals. Carollo designs this capability into all our RO facilities to empower operators with the information needed to make strong operational decisions.

For the RO systems, both at the desalter and at the AWPF, Carollo can work with the City to automate critical data analysis, specifically incorporating automated data normalization into the SCADA based control. We can help the City implement these tools to better manage the RO systems at the Desalter and the AWPF.

Hydraulic Modeling

In 2017, Carollo worked together with the City updating the hydraulic models for your water and recycled water distribution systems. We are intimately familiar with the models and identified a number of system bottle necks, fire system needs, and expansion possibilities for recycled water distribution. Carollo worked to define a projected land use based on the City's General Plan, including specific development plans, such as Sakioka Farm, and approximately eight other developments known at the time. Carollo has a dedicated group proficient in models and GIS and all the main modeling software used.



O&M Cost-savings Initiatives

As mentioned previously, Carollo brings to the City sophisticated tools used to optimize operations and maintenance costs. This is done through complex data analysis, which leads to reduced energy and chemical consumption, and improved equipment life and performance. In addition, Carollo is an industry leader in the application of energy recovery designs for microfiltration and ultrafiltration systems.

Minimum Permeability	Action Level	Membrane Fouling Rate	Action Level
	1		1
6.3 gfd/psi[1]		0.2 gfd/psi/MG[1]	
	1		1
4.7 gfd/psi[2]		0.6 gfd/psi/MG[2]	
	2		2
3 gfd/psi[3]		0.8 gfd/psi/MG[5]	
	3		3
1 gfd/psi[4]			

Implementing energy recovery, either for new facilities or as retrofits to existing systems, allows the City to be a candidate for energy conservation incentives from Southern California Edison. Open platform designs for microfiltration and ultrafiltration systems offer the City the opportunity to bid multiple manufacturers for membrane replacements, reducing maintenance costs.

Rack 1

Minimum Permeability	4.85		
Cleaning Cycles	Calculated Fouling Rate[1]	Manually Estimated Fouling Rate	CIP or EFM
Cleaning Cycles 1	0.05		Start
Cleaning Cycles 2	0.16		EFM
Cleaning Cycles 3	0.13		EFM
Cleaning Cycles 4	0.19		EFM
Cleaning Cycles 5	0.37		CIP

Rack 2

Minimum Permeability	4.65		
Cleaning Cycles	Calculated Fouling Rate[1]	Manually Estimated Fouling Rate	CIP or EFM
Cleaning Cycles 1	0.15		Start
Cleaning Cycles 2	0.19		EFM
Cleaning Cycles 3	0.19		EFM
Cleaning Cycles 4	0.19		EFM
Cleaning Cycles 5	0.42		CIP

Carollo has developed sophisticated tools for managing the amount of data generated from Pall MF Systems that can be used to help the City optimize operations of the AWPF.

TASK 3 – GROUNDWATER HYDRO-GEOLOGIC EVALUATION AND OPTIMIZATION

To evaluate, troubleshoot, and optimize groundwater supply operations and routine well maintenance activities, the Carollo team also includes Hopkins Groundwater Consultants, Inc. of Ventura, California, and ASR Systems, Inc. The following list identifies the type of work anticipated to serve the City over the duration of the contract.

- Annually develop groundwater production strategies with City staff on a water-year basis consistent with the FCGMA groundwater sustainability plan allocation reduction system to balance supplies and avoid penalties in response to FCGMA restrictions and CMWD dry-year reductions in imported water supply. This task will include balancing Ocean View agricultural use of the City's Oxnard-Hueneme Pipeline allocation and optimizing the use of flushing and line loss allocations reserved by United Water Conservation District but often not utilized.
- Assist City staff, as requested, with filing groundwater production reporting and any water quality reports required for either California Division of Drinking Water or Regional Water Quality Control Board annual permit compliance.
- Conduct a routine review of City operational constraints and water supply source consumption and analyze water system blending alternatives at each City blending station to maintain uniform water quality within the City system based on system constraints.
- Conduct an annual review of individual well facility performance and production capacities (or more often as necessary) to define limitations for use of groundwater at each blending station and develop optimization strategies that balance supplies from UWCD, CMWD, City desalter permeate (at BS-1), and City well water (at BS-1 and BS-3).
- Provide technical support to City staff during planning and implementation of the ASR program developed potable reuse of highly purified recycled water at the City Campus Park Wellfield. Provide additional support for well location to expand the Groundwater

Replenishment Reuse Project either at the Campus Park site or other sites within the City.

- Assess individual well conditions and site-specific aquifer conditions to assist City planning and engineering with developing well destruction requirements for undocumented wells and determine the appropriate course of action required for sound groundwater management and protection.
- Provide technical support to the City in review of local groundwater supply and reduction issues and assist City staff as it works with other municipal and industrial interests in the basin to plan for and secure its supplies as FCGMA basin management decisions create impacts municipal groundwater supplies.
- Provide technical support to City staff for annual reporting to the FCGMA and facilitate annual groundwater allocation transfers. Anticipated groundwater allocation transfers may be conducted during new land development that will occur as part of the planned City growth, annual reporting that includes tabulation of storage and usage of the City recycled water pump back allocation program, and annual transfers from the City of Port Hueneme as part of the 3-Party agreement.
- Conduct a review of technical data and perform analyses to support the existing City well maintenance and rehabilitation efforts. This effort will assist the City with identifying which wells are in need of rehabilitation to restore well production capacity. This effort may include preparation of project technical specifications and observation of contractor activities during performance of the work.
- Provide technical review of potential well locations and prepare a site suitability study of future well locations where new additional wells or replacement wells may be constructed.

Big-picture Distribution System Aspects

Several elements of the distribution system piping pertain directly to the ASR portion of the recycling program. Five of these elements are discussed below:

- A key ASR issue for the proposed project pertains to the backbone distribution pipeline system that has conveyed treated water northward along Ventura Road from the Advanced Water Purification Facility (AWPF) for golf course irrigation at River Ridge Golf Course and eastward along Hueneme Road to agricultural users for irrigation. Since the recycled water has not been continuous, it should be assumed that biofilm growth on the interior of the pipeline has occurred. Confirmation through inspection of the interior of the pipeline is needed. If the presence of biofilm is confirmed, a chlorine burn of the pipeline should be implemented. This chlorine burn process is common for potable water distribution systems and is often conducted annually.
- The AOX process may create ozone, an oxidant, in the water entering the backbone distribution system and therefore the ASR well. Based on similar experience at the Water Replenishment District's ASR well in Orange County, ozone is expected to attenuate within the distribution system and also underground during ASR storage, potentially mobilizing metals that may be present in the minerals of the storage aquifer. Initial formation and maintenance of an adequate buffer zone around an ASR well is effective at ensuring that mobilized metals are not present in the recovered water. Once the buffer zone has been formed, the planned 3.1-month minimum storage period for subsequently-stored water can then be implemented.
- State funding for the recycling program, including the ASR well, was contingent on storing water underground within a stipulated time period ending at or near December 2020. Our understanding is that a time extension was granted through the tracer study until about early 2022. Due to

various delays since then, it still may be difficult for the City to meet the revised deadline.

- An option to injecting water is called "interim recharge." This is commonly implemented at new ASR wells using *temporary* wellhead piping, valves, meters and fittings to commence recharge as soon as planned well redevelopment and baseline pump testing has been completed. A very short length of pipe or hose would be needed, perhaps about 30 ft. Some of the permanent wellhead facilities are typically incorporated into the temporary connection. Recharge would continue for perhaps about eight to ten months during construction of wellhead facilities until the contractor is ready to install the permanent pump into the ASR well. By initiating aquifer recharge prior to the end of 2021, this should fulfill the terms of the State funding agreement.
- Another key issue that could impact distribution network planning, design, permitting, construction and operation is to effectively integrate ASR operations and regulatory agency requirements. Successful ASR operations entail initially forming and then maintaining a buffer zone around an ASR well. The sum of the buffer zone volume and the stored water volume is the target storage volume (TSV) for the ASR well, providing water supply reliability during droughts, emergencies and peak demand periods. It can take several years to achieve the TSV. Planning and achieving this balance over a period of probably several years will likely impact the timing of water supply commitments and, therefore, could affect the timing of distribution system piping commitments to any new customers for recycled water.
- Once regulatory approval for ASR operations has been achieved, water recovered from ASR storage will need to be conveyed to the nearest blending station through a new pipeline. Assuming there will be no other withdrawals from that length of connecting pipeline, the opportunity exists to add chlorine at the discharge from the ASR well, sufficient to maintain a free chlorine residual for the full length of the pipeline, but adding ammonia at the blending station, not at the ASR well.

TEAM EXPERIENCE

Tracy will serve as project manager and will manage and assign projects to our technical staff. Tracy has been working with the City for over ten years, so she is very familiar with your staff and processes, and she has also been with Carollo over 25 years, meaning she knows the internal experts to call on. Once Tracy contacts an in-house expert to conduct the work and makes that introduction to the City, she will then rely on that engineer to work directly with the City to achieve a successful project. As the City becomes more familiar with our in-house experts, they can still go through Tracy or contact the project engineer directly.

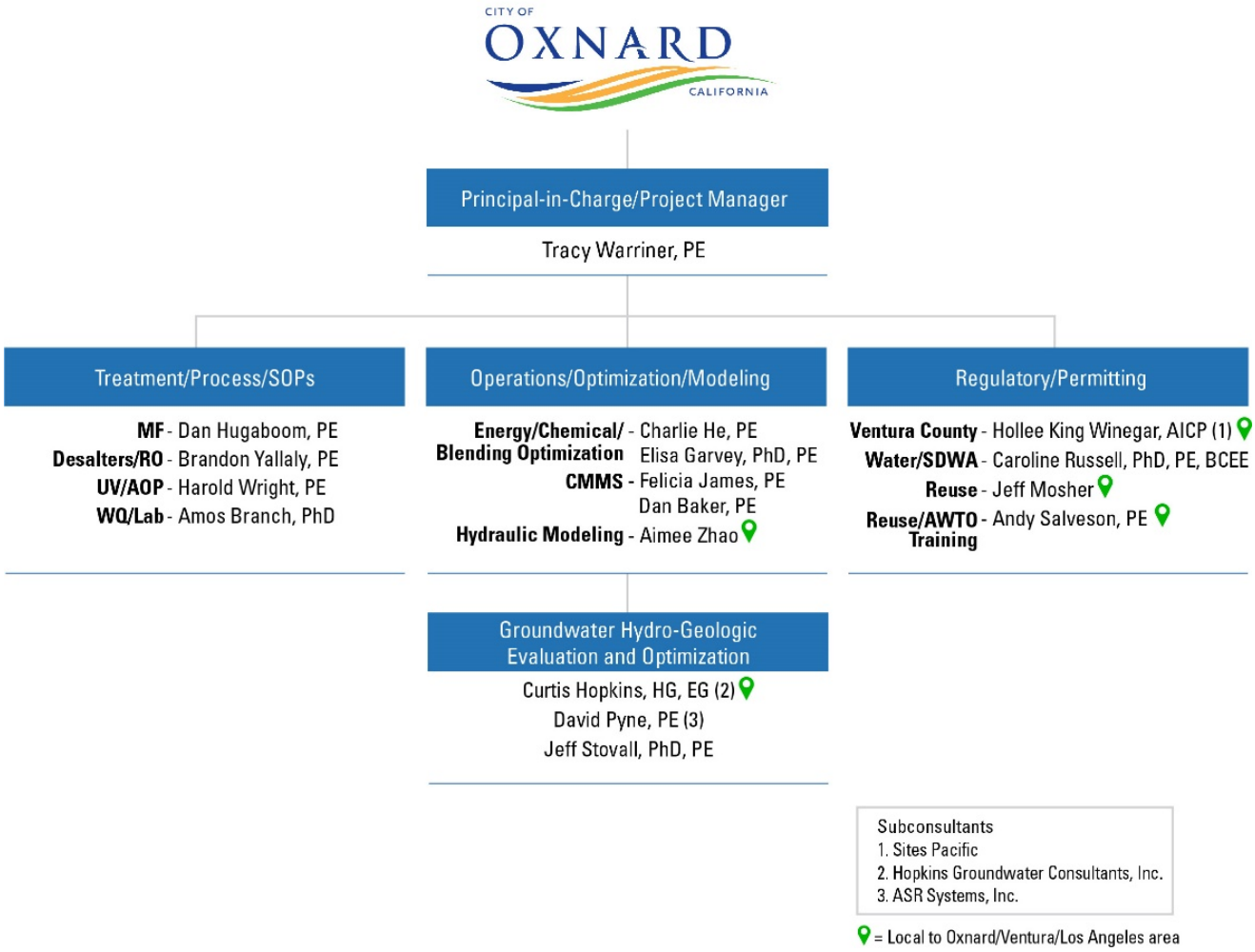
In addition to Tracy, our team includes Brandon Yallaly and Dan Hugaboom, who are nationally known experts with a history of evaluating desalter and advanced water purification facilities (AWPF), meaning they can immediately begin working with the City to optimize performance and make effective decisions moving forward if the City wants to improve operations and potentially expand these facilities. They and UV/AOP expert Harold Wright have worked together on multiple projects, with Brandon and Harold working together on the North City Pure Water project for the City of San Diego described in Attachment B. Other team members, such as Andrew Salveson, collaborated with Brandon on other projects included in Attachment B, such as the Terminal Island Advanced Water Purification Facility Ultimate Expansion Design-Build project. To supplement our services, and provide for continued knowledge transfers, we have three subconsultants as part of our team: Sites Pacific, Hopkins Groundwater Consultants, and ASR Systems.

Subconsultants with a Purpose

Sites Pacific is located in Ventura and has extensive experience in providing permitting services regarding Ventura County permits. President Hollee Winegar has extensive experience in regulatory permitting at the local, regional, state, and federal levels. She has had permitting and project management experience with the City of Oxnard and the County of Ventura in the planning, building, and public works departments, and has obtained approvals and permits from the California Coastal Commission, SCWQCB, CalTrans, Army Corps of Engineers, Fish and Wildlife (California and the rest of the United States) and the US Coast Guard for public works and water projects. She has extensive experience in CEQA/NEPA documentation as well, and in the preparation of other environmental documents such as the Environmental Package required by the SCWQCB.

Hopkins Groundwater Consultants has worked with the City for years and worked with Carollo on developing the Oxnard GRRP permit requirements. ASR Systems and Carollo have worked together previously on separate projects, and collaborated on the Oxnard ASR well equipping project. Based on the services requested, this Carollo team can provide **all** the services requested in the RFP. Our subconsultants HGC, Inc. and ASR Systems, Inc. would be mainly responsible for the groundwater and hydrogeologic evaluations and optimizations.

Both firms have been working with the City of Oxnard on the groundwater system for the past few years. They would continue to coordinate with City staff to bring their ASR experience and knowledge to the design of the ASR well equipping and wellhead facilities so that the final plan and bid documents meet the City's needs. They would also continue to coordinate with select regulatory officials to ensure that the final design meets their goals, particularly with regard to cross-connection control and storage duration. Our team brings an unmatched understanding of the technical and regulatory issues, constraints, and opportunities that need to be considered to achieve ultimate AWPF and ASR program success.



For specific projects and a detailed description of our team's experience, please consult their resumes. For descriptions of similar projects our team has worked on, see the project write-ups provided in the following pages.

TERMINAL ISLAND WASTEWATER TREATMENT AND ADVANCED WATER PURIFICATION FACILITY EXPANSION

City of Los Angeles, CA

Carollo completed design and construction of this $45 million project that expanded the advanced water treatment facilities at the Terminal Island WRP by 6 mgd, adding new RO, MF, and UV/AOP. This increases total treatment capacity to produce 12 mgd of high-quality reuse water for groundwater replenishment and reuse.

The design was completed ahead of schedule through an emphasis on contract milestones. The original project budget of $41.5 million increased through change orders due to unforeseen conditions and owner-initiated changes.

CONTACT NAME/PHONE

Kenneth Redd, Deputy City Engineer
(213) 485-4906

PROJECT DATES

2010-2012

DOLLAR AMOUNT OF SERVICES PROVIDED

$1.9 million

Project Highlights:

- Complex fast-tracked project delivered within the existing facilities that required extensive coordination with other projects.
- Seamless integration with existing systems within the plant footprint while minimizing operational impacts during tie-ins and shut-downs.

CITY OF WOODLAND AQUIFER STORAGE AND RECOVERY WELLS #29 AND #30

City of Woodland, CA

Since 2016, ASR Systems has teamed with Carollo and Groundwater Solutions Inc. to develop an ASR wellfield for the City of Woodland, starting with design of two ASR wells. ASR Systems provided the mechanical design of the wellhead and well equipping facilities, plus overall guidance during conceptual design, planning and implementation of the ASR cycle testing program, while Carollo provided the civil, electrical, structural, and SCADA facilities design and engineering services during construction.

The completed project was awarded a Grand Award during 2020 from the American Council of Engineering Companies, reflecting its nationwide significance to the water supply industry by storing drinking water underground during times when demand is low and excess capacity is available so that stored water will be available for recovery during dry periods and extended droughts. After three years of successful operation, the City is moving forward with ASR expansion.

CONTACT NAME/PHONE

Tim Busch, Director of Utilities
(530) 661-5963

PROJECT DATES

2016-Present

DOLLAR AMOUNT OF SERVICES PROVIDED

$7.8 million

ZONE 7 GROUNDWATER DEMINERALIZATION PLANT

Alameda County Flood Control and Water Conservation District | Livermore, CA

The Mocho Groundwater Demineralization Plant is one element of Zone 7's Salt Management Plan, which is intended to reverse the buildup of salts within Zone 7's main groundwater basin. Carollo was hired to provide planning level, design, and construction phase engineering services for a demineralization plant that would remove up to 6,000 tons/year of salt from the groundwater basin.

Treated water is provided back to the public as potable water. Following a planning phase evaluation that included alternatives analysis, meetings with project stakeholders, and CEQA support, Carollo identified the Mocho Wellfield as the location with the highest long-term salt concentrations and well yield (i.e., salt removal potential) and lowest infrastructure costs due to its access to finished water transmission, brine disposal, and shortest raw water piping route.

CONTACT NAME/PHONE

Jarnail Chahal, Senior Engineer

(925) 454-5000

PROJECT DATES

2004-2009

DOLLAR AMOUNT OF SERVICES PROVIDED

$25.7 million

Operational since 2009, the Mocho Groundwater Demineralization Plant produces 6.1 mgd of RO treated water. The facility is located on a 1.5-acre parcel in a residential area. The project included 2,200 feet of 28-inch diameter HDPE well field piping with two jack and bore roadway crossings.

Carollo provided CEQA support, permitting, design, and construction phase services for a groundwater RO treatment plant. We also provided planning services to select treatment plant location based upon groundwater well salt concentrations and yield, environmental impacts, and overall project costs. This project involved construction of a desalter and 2,200 lf of new pipelines in a residential area.

MESA WATER RELIABILITY FACILITY NANOFILTRATION SYSTEM AND ON-CALL SERVICES

Mesa Water District | Costa Mesa, CA

Since 1984, colored water has been an important source of water for the Mesa Water District's (Mesa Water). As the costs for imported water continue to rise and are expected to exceed $1,000 per acre-foot in the future, expanding Mesa Water's colored water treatment capacity will benefit their customers while reducing the strain on increasingly limited Southern California water supplies.

The initial Colored Water Treatment Facility (later renamed the Mesa Water Reliability Facility, or MWRF) became operational in 2001 and had a 5.8-mgd capacity. It was designed for an ultimate capacity of 17.3 mgd. The level of color in the source water increased from 120 color units to over 170 color units, and, as the color levels continued to increase, the color-removing limit of the original ozone/biological treatment systems had been reached. Carollo was hired to provide design and construction-phase engineering services for a replacement treatment system consisting of an 8.6-mgd nanofiltration (NF) system, which may be further expanded to 17.3 mgd in the future.

CONTACT NAME/PHONE

Phil Lauri, District Engineer
(949) 631-1291

PROJECT DATES

2010-2012

DOLLAR AMOUNT OF SERVICES PROVIDED

$24.5 million

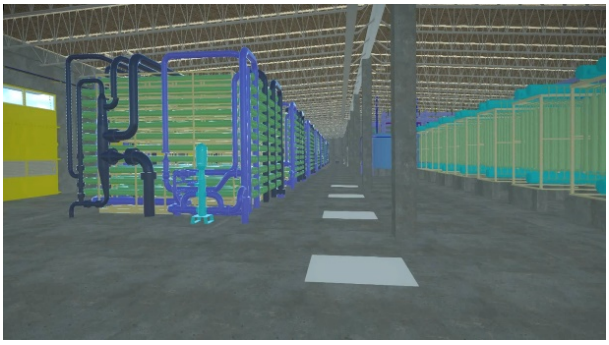
Specific project challenges included the following:

- NF system recovery operating at 98 percent.
- Small project site, which included constructing around existing treatment facilities.
- Integration of facilities with a new demonstration garden and educational center.

The $18 million project began operating in January 2013 and has since received the National Groundwater Association's "Outstanding Project Award for Groundwater Protection." Carollo has also completed or is working on a number of smaller on-call projects for Mesa Water.

SAN DIEGO PURE WATER ADVANCED WATER TREATMENT FACILITY

City of San Diego, CA



Carollo designed the $400 million, 34-mgd North City Pure Water Facility (NCPWF). This will produce safe, high-quality drinking water using a pilot-proven, five-step water purification process of ozonation, BAC filters, MF/RO/ UV disinfection with sodium hypochlorite advanced oxidation. The NCPWF will purify tertiary effluent from the North City Water Reclamation Plant (NCWRP) to augment IPR discharge. NCPWF will send 30-mgd to the Miramar Reservoir and 4-mgd back to NCWRP to reduce the TDS concentration in the chlorine contact tank effluent for downstream non-potable water reuse for irrigation.

CONTACT NAME/PHONE

Anthony Van, Project Manager
(858) 292-6492

PROJECT DATES

2017-ongoing

DOLLAR AMOUNT OF SERVICES PROVIDED

$23 million

Through implementing several design refinements, Carollo improved the NCPWF with enhanced safety and operational features and saved the City more than $30M in capital costs. Carollo stayed on-track to complete a fast-paced, 11-month final design.

Project Highlights:

- Elimination of an entire pump station by consolidating the three RO stages and their respective cartridge filter on each RO skid.
- Optimization of the MF feed tank sizing to accommodate BAC filter backwash needs as well as MF feed demand.
- Collaboration and close coordination with the preselected membrane and UV suppliers, program manager, and DDW helped maintain regulatory compliance.

EL PASO ADVANCED WATER PURIFICATION FACILITY DEMONSTRATION, PREDESIGN, AND PERMITTING

El Paso Water Utilities | El Paso, TX

Carollo is serving as the prime consultant to El Paso Water as the utility implements the second direct potable reuse (DPR) facility in Texas. These services build upon five years of project development, pilot testing, and preliminary regulatory approvals led by professionals now at Carollo. Our current efforts include grant funding assistance, technical evaluations and preliminary engineering, and regulatory liaison and permitting support pertaining to all aspects of a successful potable reuse program. Carollo will also perform detailed design, construction phase, and post-construction services for the Advanced Water Purification Facility (AWFP).

CONTACT NAME/PHONE

Carlos Dominquez,
Project Manager
(915) 594-5697

PROJECT DATES

2017-ongoing

DOLLAR AMOUNT OF SERVICES PROVIDED

$77 million

The facility will treat up to 10 mgd of secondary effluent from the Roberto R. Bustamante Wastewater Treatment Plant and produce purified water using the treatment train of microfiltration (MF)/ultrafiltration (UF), nanofiltration (NF)/reverse osmosis (RO), UV/- peroxide AOP, and GAC for peroxide quenching and additional assurance of purification. The purified water will be introduced directly into the potable water distribution system via conveyance infrastructure also used for finished water produced by the adjacent Jonathan W. Rogers Water Treatment Plant (JRWTP). The AWFP will be the most recent addition to El Paso Water's diverse and resilient water portfolio.

Project Highlights:

- Innovative application of advanced treatment processes.
- Purification of treated wastewater for municipal drinking water use.
- Extensive regulatory liaison and permitting support services.
- Public outreach assistance resulting in outstanding community support.

Appendix

- Tab A - Proposal Checklist
- Tab B - Acknowledgement
- Tab C - Company Profile/Experience
- Tab D - Scope of Services
- Tab E - References
- Tab F - Cost Proposal/Budget Narrative
- Tab G - Proposer Attachment

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: Carollo Engineers, Inc.

Service to Provide: Technical services related to the water and recycled water distribution system

Main Point of Contact: Tracy Warriner, PE

Email: twarriner@carollo.com **Phone:** (925) 977-3185

Tab A: Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

Page Number

☐ Tab A: Proposal Checklist *(this page)* *A2*

☐ Tab B: Acknowledgements *B1*

☐ Tab C: Company Profile / Experience *C1*

☐ Tab D: Scope of Services *D1*

☐ Tab E: References *E1*

☐ Tab F: Cost/Budget Narrative *F1*

☐ Tab G: Proposer Attachment *G1*

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, **Tracy Warriner, of Carollo Engineers, Inc.,** hereby certify that by submission of this proposal in response to the **City of Oxnard** solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Tracy C. Wa

Date: March 23, 2021

Title of Agent/Officer: Principle-in-charge

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B – Acknowledgement

Clarifications, Exceptions, or Deviations

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are non-negotiable:

a. Termination
b. Indemnification
c. Insurance
d. Conflict of Interest
e. Governing Law
f. Assignability of Agreement

City's Responsibility: City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

Estimates and Projections: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

Third Parties: The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

2. Evidence of Insurability/Business Licenses

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. Transition (If applicable)

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C – Company Profile/Experience

This section of the qualification(s) is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:
Carollo Engineers, Inc., Corporation

2. Company overview and disclosure of services or activities performed, including:

   i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision-making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.

   ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

   iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

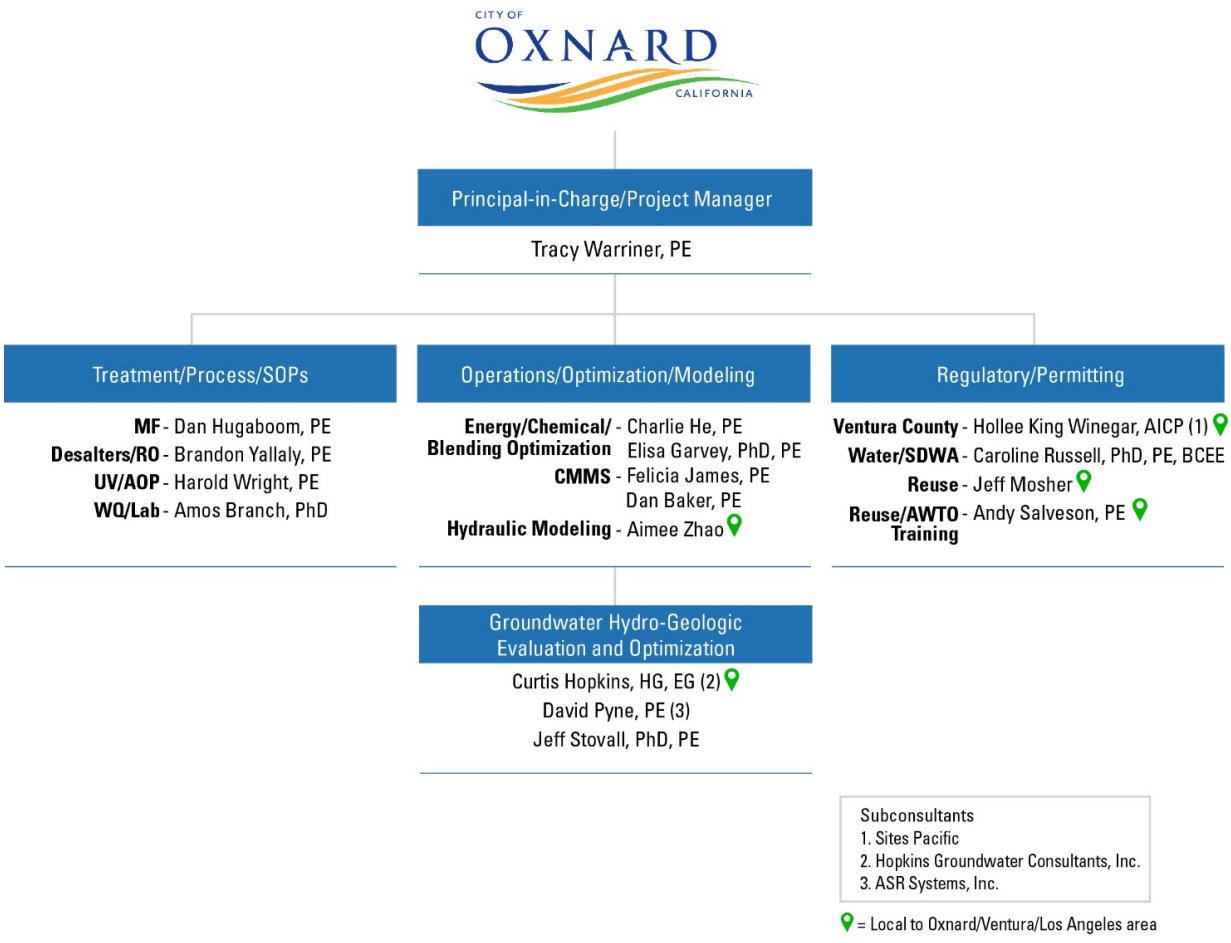
   iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. ***BIDDER'S RESPONSE:***
No contributions have been made to any of the elected officials.

ii. ***BIDDER'S RESPONSE:***

Carollo Engineers, Inc. (Carollo) is managed by a Board of Directors broken into key areas of responsibility as shown in the organization chart below.

The proposed staff and resources for the City of Oxnard are shown below.



iii. *BIDDER'S RESPONSE:*

Number of years in the business under current name – 10 years

Prior business name – Carollo was established in Phoenix, Arizona, in 1933 as Headman, Ferguson and Carollo and was renamed John A. Carollo, Consulting Engineers in 1957. The partnership was reorganized in 1970 under the name of John Carollo Engineers, and was renamed Carollo Engineers in 1996. The firm was incorporated in 1998 under the name of Carollo Engineers, PC. The firm then converted from an Arizona professional corporation to a Delaware corporation under the name of Carollo Engineers, Inc. on May 13, 2010.

Number of years providing wastewater/recycled water support services – 87 years

iv. ***BIDDER'S RESPONSE:***
Los Angeles Office – 29 employees 707 Wilshire Boulevard, Suite 3920 Los Angeles, California 90017 (Ph) 213-489-1587 (Fax) 213-572-0361

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:
Carollo has been involved in the following litigation within the past five years arising out of our firm's performance of professional services. In 2016, Carollo and a client were both the subject of a civil lawsuit filed by the construction contractor on a water supply project related to the construction contractor's claim of changed subsurface conditions. Carollo was subsequently dismissed from the lawsuit. In 2017, Carollo was brought into a lawsuit between a client and the construction contractor claiming project delays related to the construction of a new wastewater treatment plant. Carollo denies responsibility for any of the claims. The lawsuit is in progress. In 2018, Carollo, the construction contractor, and the client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo. In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed. In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. Carollo denies responsibility for any of the claims. The lawsuit is in progress.

4. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

BIDDER'S RESPONSE:
Tracy Warriner, PE – twarriner@carollo.com

5. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Qualifications/Experiences
c. Education
d. Certifications/licenses, if applicable
e. List other pertinent information that will assist in evaluating Proposer's qualifications.

BIDDER'S RESPONSE:
We included an organizational chart summarizing the employees and subcontractors who will administer or provide services for this project in page C3 of Tab C (above). All of the information requested in this section regarding experience, education, certifications, and qualifications can be found in the resumes of our team members, which can be found in the Resumes section.

Tab D – Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

The City is under no obligation to issue more than a single contract. The contract will be on task order basis and no task orders are guaranteed.

Task 0 – Project Management

Provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all consultant's subconsultants.
- Quality Assurance / Quality Control.
- Project coordination meetings.

BIDDER'S RESPONSE:
Please see page 1 of our proposal for this information.

Task 1 – Regulatory Compliance and Permit Review Assistance

Provide all necessary services to support regulatory compliance and to assist in reviewing and updating all required permits including, but not limited to:

- California Division of Drinking Water (CDDW) permits
- Waste Discharge Requirements (WDRs) permits
- Water Reclamation Requirements (WRRs) permits
- Ventura County Air Pollution Control District (VCAPCD) permits
- Ventura County Certified Unified Program Agency (CUPA) permits
- Other permits as required

BIDDER'S RESPONSE:
Please see page 3 of our proposal for this information.

Task 2 – Process Operations and Optimization

Provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Perform blending stations and desalter optimization analysis
- Perform Certified Annual Water loss Audit Validation
- Develop maintenance improvement project plans
- Review and update computerized maintenance management system (CMMS)
- Develop technical memorandum and reports as required
- Develop capital, life cycle, and cost benefit analysis
- Develop and or update water division standard operating procedures
- Develop hydraulic modeling
- Evaluate and optimize energy use
- Evaluate and optimize chemical usage
- Evaluate and optimize process controls evaluation
- Evaluate and optimize available groundwater allocations and reporting
- Evaluate and recommend O&M cost savings initiatives

i. ***BIDDER'S RESPONSE:***
Please see page 3 of our proposal for this information.

Task 3 – Groundwater Hydro-geologic Evaluation and Optimization

Provide all necessary services to evaluate, troubleshoot, and optimize plant operations and maintenance including, but not limited to:

- Develop groundwater production strategies to balance supplies and avoid penalties in response to FCGMA reductions in groundwater allocations and CMWD reductions in imported water supply.
- Provide groundwater pumping and water quality reports.
- Provide water blending alternatives to maintain uniform water quality within the system.
- Provide well performance and production capacities to define limitations for each blending stations. Develop optimization strategies.
- Provide technical support to the City's ASR program.
- Provide technical support and assessment to undocumented wells to determine appropriate response and the course of action required.
- Provide technical support to local groundwater supply and reduction issues
- Provide technical support to FCGMA annual reporting, allocation transfer, new development groundwater allocations, and pump back allocation
- Provide technical support to existing well maintenance and rehabilitation

ii. ***BIDDER'S RESPONSE:***
Please see page 6 of our proposal for this information.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

iii. ***BIDDER'S RESPONSE:***
Please see page 9 of our proposal for this information.

Tab E – References

All Proposer(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Carollo is pleased to provide three local references below for projects that were worked on by our management and/or key technical leads. We also provide detailed project write ups in Section 1.2 for each of these projects.

Reference 1	
Company name:	City of Santa Barbara
Address:	630 Garden Street, Santa Barbara, CA 93102
Contact person:	Linda Sumansky, Principal Civil Engineer
Email address:	lsumansky@santabarbaraca.gov
Telephone address:	(805) 564-5361
Project name:	Seawater Desalination Plant Reactivation project
Dates worked performed:	2014-2018
Summary of scope of services:	After longstanding drought, the City began the process of reactivating the plant by retaining Carollo to provide preliminary design. During preliminary design, Carollo established the scope of the reactivation work; performed permitting and environmental review, cost estimating, and State Revolving Fund Loan application assistance; prepared design-build-operate contract documents; administered the design-build contract during construction; completed on-site oversight during construction and commissioning; and provided contract administration during first year of operation. The City's reactivated desalination plant produces 3,125 AFY of desalinated water, which is approximately one-third of the City's annual supply. Consistent with its Long-Term Water Supply Plan, the City will continue operating the plant as a drought relief/drought-recovery facility, helping to restore reservoir and groundwater storage capacity.
Project cost:	$60 million

Reference 2	
Company name:	Chino Basin Desalter Authority
Address:	2151 South Haven Avenue, Suite 202, Ontario, CA
Contact person:	Tom O'Neill, General Manager/CEO
Email address:	toneill@chinodesalter.com
Telephone address:	(909) 218-3729
Project name:	Chino II Concentrate Reduction Facility Project
Dates worked performed:	2012-2017
Summary of scope of services:	The Chino Basin Desalter Authority (CDA), a multimember agency comprised of eight utilities, operates the Chino I and II Desalters to treat high total dissolved solids (TDS) and nitrate-contaminated groundwater. CDA selected Carollo to perform a strategic follow-up to its $12-million Chino II Desalter RO/IX facilities expansion project. Carollo designed the Concentrate Reduction Facility (CRF) with a groundwater system that minimizes the RO concentrate by removing the salts from the water. This 2.47-mgd concentrate treatment process includes pre-treatment for removing calcium, magnesium, and silica prior to a secondary RO system. This project was one of the first full-scale municipal concentrate treatment processes built and uses a unique combination of unit processes not previously combined into a single treatment system.
Project cost:	$50 million

Reference 3	
Company name:	Las Virgenes Municipal Water District (LVMWD)
Address:	4232 Las Virgenes Road, Calabasas, CA 91302-1994
Contact person:	Darrell Johnson, Operations Manager
Email address:	Djohnson@lvmwd.com
Telephone address:	(805) 433-4630
Project name:	Las Virgenes-Triunfo Pure Water Demonstration Project
Dates worked performed:	2018-2020
Summary of scope of services:	This project involved design, ESDC, operations, optimization, and training of pure water components including MF/UF, RO, and UVAOP. The project included design of the pure water

	facility to educate the public and gain technical and operations knowledge prior to full-scale implementation. The project retrofits an old administration building to site the new facility and provides many public features. Carollo provided ESDC and construction management support during construction as well as six months of startup, operations, and training of LVMWD staff on pure water processes. Additionally, Carollo developed SOPs for staff to follow once the startup/operation period is complete.
Project cost:	$627,755

Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE: Carollo has 48 offices in 21 states across the United States, and has hundreds of contracts awarded every year. Since 2018, we have executed 786 contracts in the Southern California area alone. In Tab G, we include a list of contracts awarded to our Orange County office during the last three years. We have also provided write ups of several of these projects in pages 11-15 in our proposal.

Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE: Carollo Engineers, Inc. has neither failed nor refused to complete a contract.

Tab F – Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Proposers must provide fully inclusive blended rates, which are all-encompassing of the Proposer's project-related or supported expenses, including travel expenses. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a. Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.**

***Note that Curtis Hopkins and David Pyne provided rates for their services on other active projects for the City. For those rates, please consult those projects.*

Exhibit C
CAROLLO ENGINEERS, INC.
Rate Schedule

	Hourly Rate
Engineers/Scientists	
Engineering Aide	$125.00
Assistant Professional	156.00
Engineer	183.00
Lead Project Professional	225.00
Senior Project Engineer	252.00
Supervising Project Engineer	275.00
Project Manager	286.00
Senior Professional	313.00
Technicians	
Technicians	121.00
Lead Technician	155.00
Senior Technicians	190.00
Support Staff	
Document Processing / Clerical	138.00
Other Direct Expenses	
Travel and Subsistence	Included in overhead, not billed separately

Mileage at IRS Reimbursement Rate Effective January 1, 2021	$.56 per mile Included in overhead, not billed separately
Subconsultant	cost + 5%
Other Direct Cost	cost + 5%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

Tab G – Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:
1. Business name and legal business status (i.e. partnership, corporation, etc.)
PROPOSER'S RESPONSE: Located in "Attachment 1"
2. Proof of non-profit status, if applicable
PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	Awarded Contracts List	G2-G5

Attachment 1

2018 Awarded Contracts				
Type of Service	Amount	Contracting Company	Contact	Phone
Assistance with Negotiations	$11,791	City of San Bernardino Municipal Water Department	Miguel Guerrero	909-453-6100
SBWRP Digester Gas Beneficial Use Altern	$49,837			
EMWD Wholesale Rate Study	$56,465	Eastern Municipal Water District	Paul Jones	951-928-3777
MVRWRF Tertiary Effluent Equal Pre-Desig	$82,829			
MVRWRF/SJVRWRF Secondary Treatment	$64,940			
MVRWRF/SJVRWRF Secondary Treatment	$12,522			
EMWD Moreno Valley RWRF Tertiary Efflue	$296,362			
EMWD TV 23MGD EI and C Inspection On-cal	$62,000			
EMWD RWRFs Tx Proc Assess Conserv Imp Ph	$21,676			
EMWD Moreno Valley RWRF Tertiary Efflue	$24,263			
EMWD TV 23MGD EI and C Inspection On-cal	$13,000			
USBR Title XVI Grant Application	$19,902	Hi Desert Water District	Edward Muzik	760-228-6269
IEUA RP-4 Primary Clarifier Process Reha	$16,419	Inland Empire Utilities Agency	Javier Chagoyen-Lazaro	909-993-1600
RP-1 Disinfection Improvements Project	$56,354			
IEUA On-Call Recycled Water Modeling	$5,000			
IEUA RP-4 Primary Clarifier Process Reha	$7,750			
Baker WTP First Year Operations Report	$30,256	Irvine Ranch Water District	Kevin Burton	949-453-5594
WSDOM Model Update	$16,506	Mesa Water District	Diana Leach	949-631-1200
OCSD P1-105 Headworks Rehabilitation	$297,089	Orange County Sanitation District	Angela Brandt	714-593-7576
OCSD P1-105 Headworks Rehabilitation	$1,547,476			
OCSD P1-105 Headworks Rehabilitation	$52,588			
Biogas Scrubber Phase 3 Pilot	$656,783			
OCWD USBR Proj Incr Recovery Brine Tx	$36,220			
Water Rate Design Recommendations	$9,952	Riverside	Brian Seinturier	951- 826-2215
Agricultural Rates Task Force Assistance	$12,944			
Riverside Compreh Wastewater Master Plan	$61,188			
Riverside Compreh Wastewater Master Plan	$595,354			
Riverside Compreh Wastewater Master Plan	$6,000			
Riverside Compreh Wastewater Master Plan	$82,728			
Riverside DPW Bio Methane Utilization Pr	$119,645			
Trautwein Alessandro Force Main Emergenc	$22,609			
Sandhill WTP Solids Dewatering Facility	$735,500	San Gabriel Valley Water Company	Robert DiPrimio	626-448-6183
El Estero WW FY 2017 Improvement Project	$2,856	Santa Barbara	Malcolm Hamilton	805-897-2525
SFID Rate Study	$112,774	Santa Fe Irrigation Water District	Cor V. Shaffer	858-756-2569
SMWD Proposition 218 Assistance	$35,000	Santa Margarita Water District	Tricia Butler	949-459-6554
Cogeneration Electrical Upgrades ESDC	$36,094	South Orange County Wastewater Authority	Brian Peck	949-234-5411
JBLTP Facility Improvements Package B	$164,261			
JBLTP Flare Study	$24,958			
City of Upland Rate Study	$9,605	Upland, City of	Shaun Stone	909-931-4100
VSD Asset Management Consulting Services	$99,916	VALLEY SANITARY DISTRICT	Ron Buchwald	760-347-2356
Water Reclamation Facility Arc-Flash Stu	$89,638			
WWRA Main Plant Capacity Study	$92,475	Victor Valley Wastewater Reclamation Authority	Bob Field	760-245-6424
Desert Knolls Wash Interceptor ESDC	$73,663			
Desert Knolls Wash Interceptor RE	$95,140			

2019 Awarded Contracts				
Type of Service	Amount	Contracting Company	Contact	Phone
Water Conversion Study	$28,166	Brea, City of		
ESDC CRF Modifications Project	$93,880	Chino Basin Desalter Authority	Minten, Todd	909-218-3731
WTP Operations Plan Consulting	$173,626	City of Redlands	Victorio, Jr., Rudy	909-798-7584
Hydraulic Model Training and Model Anlys	$27,262	Cucamonga VWD	Corder, Carrie	909-987-2591
MVRWRF Tertiary Effluent USBR Grant Assi	$30,760	Eastern Municipal Water District	Paul Jones	951-928-3777
EMWD Moreno Valley RWRF 2B Equip Pre Des	$295,910			
San Jacinto Valley RWRF Plant 1 Rehab Pr	$214,121			
EMWD Solar Energy Init Ph3 Spec Insp	$139,826			
EMWD Moreno Valley RWRF 2B Equip Pre Des	$63,304			
EMWD SJV RWRF Plant 1 Rehab Fnl Dsgn	$574,629			
Groundwater Sustainability Plan	$1,099,952			
Hi-Desert Water District WW Reclamation	$35,830	Hi Desert Water District	Edward Muzik	760-228-6269
IEUA WW and One Water Conn Fee Stud 2019	$286,880	Inland Empire Utilities Agency	Javier Chagoyen-Lazaro	909-993-1600
IEUA RP-4 Primary Clarifier Process Reha	$11,625			
IEUA RP-4 Primary Clarifier Proc CM Svc	$12,560			
RP 1 Disinfection Imp Proj	$90,000			
IEUA On-Call Recycled Water Modeling	$25,807			
IEUA RP-4 Primary Clarifier Process Reha	$69,824			
RP-5 Plant Constructability Rvw Stipend	$40,000			
IEUA RP-4 Primary Clarifier Proc CM Svc	$18,840			
IEUA On-Call Recycled Water Modeling	$10,000			
San Joaquin Resrvr Filtration Prj	$634,888	Irvine Ranch Water District	Kevin Burton	949-453-5594
Disinfection Facility Sodium Hypochlorit	$81,108			
IRWD Baker WTP Softened Wtr Sys Alt Anal	$39,000			
Prim Clarifiers 1 to 5 Cond Assess and R	$42,639			
IRWD Baker WTP Softened Wtr Sys Alt Anal	$6,146			
San Joaquin Resrvr Filtration Prj	$84,444			
On Call Services	$2,500	Joshua Basin Water District	Guzzetta, Joe	760-366-8438
Rate and Fee Study	$56,599	Laguna County Sanitation District	Martin Wilder	805-739-8750
GIS Hydraulic Modeling Serv	$140,000	Mesa Water District	Diana Leach	949-631-1200
Monte Vista Water District Rate Study	$103,091	Monte Vista Water District	Ray Harton	909-267-2110
OCSD P1-105 Headworks Rehabilitation	$5,224,240	Orange County Sanitation District	Angela Brandt	714-593-7576
OCSD P1 133 Prim Clarifiers 6 31 Reliabi	$1,219,667			
OCWD PFAS Tmt Sys Plan Stdy	$399,996			
Trujillo Water Company Valuation	$24,706	Riverside	Brian Seinturier	951- 826-2215
SBWRP Digester B Evaluation Study	$24,936	San Bernardino, City of	Steve Miller	909-453-6170
Sewer Design Under Prado Dam Workshop	$6,275	Santa Ana Watershed Project	Richard Haller	951-354-4223
CapCo Metals Removal Ph 3 Pilot	$24,961	Santa Clara	Rajeev Batra	
Chiquita WRP Mods Heat Loop System	$24,892	Santa Margarita Water District	Tricia Butler	949-459-6554
JBLTP Facility Improvements Package B	$24,679	South Orange County Wastewater Authority	Brian Peck	949-234-5411
RTP AWT No 2 Filter Upgrade Final Design	$51,006			
Cost Escalation Analysis Update	$6,000			
JBLTP Facility Impr Package B ESDC	$846,528			
Cogeneration Electrical Upgrades ESDC	$51,549			
SOCWA JBLTP Blower Bldg Cond Assess	$98,349			
SOCWA JLBTP Hyd Modeling and Flow Mgmt S	$136,227			
Irrig Reclaimed Wtrf Main Line Upg Potab	$79,072	University of California Irvine		
Water Rate Study Update	$21,094	Upland, City of	Shaun Stone	909-931-4100
Oro Grande Interceptor HSA	$6,800	Victor Valley Wastewater Reclamation Authority	Bob Field	760-246-8638
Desert Knolls Wash Interceptor ESDC	$6,559			
Desert Knolls Wash Interceptor RE	$10,827			
INK WRF Biofiltration Man Rapid-RateFilt	$20,000	Water Research Foundation	Albert Ilges	303-347-6123
INK WRF/Columbus TC Optimizng BAF Integr	$50,000			
Fluidized Bed Reactor Value Engineering	$25,000	West Valley Water District	Lon Tsai	909-875-1804

2020 Awarded Contracts				
Type of Service	Amount	Contracting Company	Contact	Phone
Anaheim Phase 1 30% PFAS Treatment Desgn	$329,444	Anaheim	JakeHester	Hester, Jake
Barstow Digester Rehab Dsgn Amendment	$199,970	Barstow	Kody Tompkins	760-255-5102
CDA Op Supp Svcs Concentrate Reduction	$150,000	Chino Basin Desalter Authority	Uday Shah	909-395-2600
Chino II Conduit Support System	$13,373			
Chino Hills Citywide WW MP Update	$469,275	Chino Hills	Fe Rama	909-364-2600
Storm Drain Structural Assessment	$21,123	City of Redlands	Victorio, Jr., Rudy	909-798-7584
AWIA Risk Resilence Assmt Emerg Resp	$187,150			
CVWD Hwy 86 Booster Station Chem Bldg	$74,940	Coachella VWD	Carrie Oliphant	760-398-2651
WD Cost of Service Study	$247,503			
Prop 68 Funding Support	$10,464	Cucamonga VWD	Rob Hills	909-899-0060
Hydraulic Model Training and Model Anlys	$7,690			
EMWD Warm Springs LS Rehab and Cond Asse	$674,172	Eastern Municipal Water District	Paul Jones	951-928-3777
EMWD Moreno Valley RWRF 2B Equip Final D	$998,000			
EMWD Moreno Valley RWRF FLow Div and Cen	$374,405			
EMWD Warm Springs LS Rehab Fnl Dsgn	$1,377,597			
EMWD Warm Springs LS Rehab and Cond Asse	$14,955			
EMWD SJV RWRF Plant 1 Rehab Fnl Dsgn	$50,713			
EMWD Warm Springs LS Rehab Fnl Dsgn	$34,136			
EMWD Moreno Valley RWRF Effluent Amd 1	$261,082			
Diaz Lift Station Wet Well Assessment	$34,108			
WMWD 2021 Connection Fee Study	$75,838			
EMWD Warm Springs LS Rehab Fnl Dsgn	$13,629			
HTCWRF Expansion DB OA Services	$284,798			
HTCWRF Temp Aerator Install Assist	$36,654			
Water-Sewer Standards	$24,521	Hi Desert Water District	Edward Muzik	760-228-6269
IEUA PM, Eng & CM, Inspec, Admin Srvcs	$747,727	Inland Empire Utilities Agency	Javier Chagoyen-Lazaro	909-993-1600
IEUA RP-4 Primary Clarifier Process Reha	$99,747			
IEUA On-Call Recycled Water Modeling	$17,768			
IEUA RP-4 Primary Clarifier Process Reha	$19,477			
IEUA PM, Eng & CM, Inspec, Admin Srvcs	$176,156			
IEUA On-Call Recycled Water Modeling	$45,370			
San Joaquin Resrvr Filtration Prj	$347,129	Irvine Ranch Water District	Kevin Burton	949-453-5594
Disinfection Facility Sodium Hypochlorit	$117,860			
IRWD Primary Covers Replacement Design	$149,100			
San Joaquin Resrvr Filtration Prj	$128,503			
IRWD Primary Covers Replacement Design	$50,186			
Mesa Water CIPR Design Services	$50,000	Mesa Water District	Diana Leach	949-631-1200
Mojave River Pipelne Trvl Screen Prj	$200,000	Mojave Water Agency	Adnan Anabtawi	760-946-7600
Biogas Scrubber Phase 3 Pilot	$63,097	Orange County Sanitation District	Angela Brandt	714-593-7576
OCSD PS18-09 Ocean Otfall Con Assmnt	$2,744,000			
OCSD P1-105 Headworks Rehabilitation	$348,643			
OCSD CFCC Update for ADUs	$13,840			
CT Study and Title 22 Design Phase	$142,398	Riverside	Brian Seinturier	951- 826-2215
Riverside DPW Bio Methane Utilization Pr	$11,932			

2020 Awarded Contracts				
Type of Service	Amount	Contracting Company	Contact	Phone
Municipal Code to Rules sand Regs Conv	$11,872	San Bernardino, City of	Steve Miller	909-453-6170
Santa Paula Asset Mgmt Feasibility Study	$103,800	Santa Paula	Cliff Finley	805-933-4212
SOCWA JLBTP Hyd Modeling and Flow Mgmt S	$16,744	South Orange County Wastewater Authority	Brian Peck	949-234-5411
RTP Standby Power Study	$24,453			
CTP Building ADA Compliance Review	$24,677			
JBLTP Process Model Update	$24,423			
SOCWA Staffing Analysis Tool	$21,980			
SOCWA Capital Proj Manage Sys	$49,616			
JBLTP Cybersecurity Assessment	$19,362			
Coachella Vly Cnl Siphon-Final Desgn	$279,893	Valley Sanitary District	Ron Buchwald	760-347-2356
Apple Valley Interceptor Manhole Assmnt	$29,706	Victor Valley Wastewater	Bob Field	760-246-8638
WValley WD Lytle Creek Recharge Environ	$9,662	West Valley Water District	Lon Tsai	909-875-1804
WIFIA Funding Svcs for Roemer Project	$170,562			
WMWD Cannon Pump Station Interc RPU	$921,369	Western Municipal Water Dist of	Derek Kawaii	951-571-7100
WD Hydraulic Model Calibration	$207,086	Yorba Linda Water District	Rosanne Weston	714-777-3748
WD PFAS IX Project OA	$1,500,000			
Water System Capacity Analysis	$30,000			

Resumes

Tracy C Warriner, PE

Tracy Warriner is versed in managing large integrated planning efforts, especially for water reuse. She has managed or developed more than 60 water reuse planning studies throughout the country, including large integrated plans with water, wastewater, recycled water, and stormwater linkages. She has also led and/or consulted on reuse efforts, including: regulations, triple bottom line analysis, contaminants of emerging concern, funding options, and intergovernmental agreements.

Education

BS Civil Engineering, University of Kansas, 1985

Licenses

Civil Engineer, California, Arizona

Professional Engineer, Texas

Professional Affiliations

WateReuse Association

Chi Epsilon

Relevant Project Experience

→ Principal-in-charge/project manager for the City of Oxnard, California, Integrated Master Plan including water, wastewater, recycled water, and stormwater. Consisted of developing an executive summary, summary report, and over 40 technical memo's as part of the complete master plan.

→ Principal-in-charge/project manager for the City of Oxnard, California, Engineering Support for Regulatory/Financial/Environmental Services, including permitting for the recycled water ASR wells, and development of CEQA EIR for the Integrated Master Plan.

→ Project manager for the City of Oxnard, CA Recycled Water Retrofit Program. This Program is a major step in the City's Groundwater Recovery Enhancement and Treatment (GREAT) program. The ultimate goal of the GREAT program is implementation of a regional long-term sustainable water supply.

→ Principal-in-charge for the Sonoma Water, California, Asset Management Program. The program consisted of three phases: plan development, implementing a pilot of the plan, and full AM implementation.

→ Project advisor for the City of Ventura, California, Recycled Water Study, which was an element of the Santa Clara River Estuary Special Studies. Potable reuse was determined to be the recommended alternative.

→ Principal-in-charge for the Sonoma Water, California, AWIA Risk and Resiliency Assessment and Emergency Response Plan that includes identifying the water assets, the associated risks, and the agencies resiliency if there is a threat.

→ Principal-in-charge for the City of St. Helena, California, Integrated Master Plan for water, wastewater, and stormwater.

→ Project Manager for the San Francisco Public Utilities Commission (SFPUC), California, Sewer System Master Plan, including alternatives development and evaluation, capital and other costs, financial aspects, and report development. Also included Low Impact Development, sustainability, and an alternatives comparison with 'Level of Service' metrics, modeling, and public outreach.

→ Assistant project manager for the San Jose/Santa Clara Water Pollution Control Plant Strategic Wastewater Master Plan. The project involved brainstorm, technical, and land use workshops and alternatives development/costs for the 160-acre operations area and the 2,700-acre site lands.

→ Project manager for the Sacramento Regional County Sanitation District, California, Sacramento Regional Wastewater Treatment Plant 2020 Master Plan Water Recycling Evaluation. The evaluation involved development of viable reuse alternatives including descriptions, demands, and conceptual level project costs. Two areas were also reviewed for reuse satellite plants. The alternatives were reviewed in a workshop process involving statewide participants.

→ Project manager for the Chino Basin Water Conservation District Strategic Plan in Montclair, California. Performed 10 interviews of service area agencies and developed a strategic plan based on Board workshops and interviews.

→ Project manager for the City of Mountain View, California, 2014 and 2021 Recycled Water Facilities Plans. Both reports meets the State SRF planning grant requirements. Two of the reuse areas defined in the 2014 plan are further developed in the 2021, along with City code changes for dual plumbing.

Tracy C Warriner, PE

→ Assistant program manager for the Pajaro Valley Water Management Agency, California, project implementation for College Lake and Watsonville/Harkins Sloughs. Managed timing of deliverables from multiple subconsultants, development of the technical engineering report, and coordinated with environmental, outreach, funding, and water rights efforts for this stormwater reuse project.

→ Project manager for City of King City, California, Recycled Water Feasibility Study. This was a joint study with Cal Water Company to meet State SRF planning grant requirements.

→ Principal-in-charge for the City of Ukiah, California, Phases 1-4 Recycled Water Program projects design, funding, and implementation. This included serving 80 parcels, approximately 1,200 acres with about 10 miles of new pipelines, storage tanks and pump stations. Also included three -22 MG open storage reservoirs.

→ Principal-in-charge for the Los Carneros Water District, California, Recycled Water project design, funding, and implementation. This included numerous 'town hall' meetings, funding support and acquisition, overall project support, and coordination with Napa Sanitation District design elements.

→ Principal-in-charge for the joint City of Daly City/San Francisco Public Utilities Commission, California, Tertiary Expansion Predesign project and associated Economic Study on Tertiary Facilities Expansion from 3 to 6 mgd. Included 30 percent plans, specs and cost estimate, and consideration of groundwater recharge.

→ Project manager for the Soquel Creek Water District, California, Recycled Water Groundwater Replenishment Feasibility Study designed to meet the State SRF planning grant requirements and to augment the District's water supply with 2.3 mgd of recycled water. The project addressed declining water levels, seawater intrusion, and a critical supply shortfall for the community. The study evaluated centralized and decentralized (satellite) purification facilities, use of conventional groundwater injection and alternative ASR techniques, and potential for collaboration with the City of Santa Cruz and Santa Cruz County Sanitation District. Education and outreach efforts included website development, community education, and an outreach survey.

→ Project advisor and reviewer for the cities of Porterville and Visalia, California, Recycled Water Feasibility studies.

→ Project manager for the joint Recycled Water Feasibility Study for the Sewerage Agency of Southern Marin/Marin Municipal Water District, CA. The study met the State SRF planning grant funding requirements and included review of indirect potable reuse/direct potable reuse.

→ Project manager for the Marin Municipal Water District/Central Marin Sanitation Agency, California, Recycled Water Feasibility Study, which met the State SRF planning grant funding requirements. Work involved evaluation of opportunities to offset potable water by using recycled water for irrigation, commercial use, and use in a state prison.

→ Project manager for the City of Vacaville, California, Recycled Water Feasibility Study, including environmental/CEQA analysis to meet the State SRF planning grant requirements. This study defined the markets for the tertiary recycled water including possible water transfers/exchanges.

→ Project manager for the City of Vacaville, California, Recycled Water Master Plan, which included developing a master plan for recycling tertiary effluent from Vacaville's wastewater treatment facility. The study includes identifying reuse customers in the service area, defining the quality and quantity requirements, and evaluating the facility needs (pipelines, pump stations, and storage). The master plan includes a financial analysis, stakeholder outreach program, and implementation plan. Work also included comparing the existing water quality to irrigation water quality parameters.

Brandon C Yallaly, PE

Brandon Yallaly is a vice president and has 20 years of experience. His expertise is in all areas of membrane WTP design, including membrane softening, reverse osmosis, micro/ultrafiltration, and concentrate disposal. He has executed all phases of membrane related projects, including process selection, conceptual design, pilot testing, detailed design, and construction-phase and startup services. Additionally, Mr. Yallaly has executed process and detailed designs implementing lime softening and ion (anion) exchange processes.

Education

MS Civil and Environmental Engineering, Auburn University, 1999

BS Civil Engineering with Honors, University of Florida, 1997

Licenses

Professional Engineer, Florida

Civil Engineer, Idaho, Texas

Professional Affiliations

American Water Works Association

American Membrane Technology Association

Relevant Project Experience

→ Process mechanical design lead and reverse osmosis (RO) process lead for the 6-mgd expansion of the Terminal Island Water Reclamation Plant Advanced Water Purification Facility Ultimate Expansion Design-Build Project for the City of Los Angeles Department of Public Works Bureau of Engineering, California. The expansion includes additional microfiltration and RO systems, advanced oxidation processes (AOP) system, and a balance of upgrades to the existing pumping systems, chemical addition system, comprehensive new control system, auxiliary systems, and utilities. The AOP system using ultraviolet irradiation and sodium hypochlorite will replace the existing disinfection system. To operate at a constant flow, as well as maximize production, the expansion includes a 2-million-gallon concrete tertiary effluent equalization tank upstream of the AWPF.

→ Reverse osmosis (RO) process design lead for the City of San Diego, California, Pure Water indirect potable reuse facility. The facility uses ozone, biofiltration, ultrafiltration, pH adjustment and antiscalant addition as pretreatment for the RO system. The pretreatments systems are capable of producing 40-mgd of RO feedwater. Mr. Yallaly led the design of the 3-stage RO systems, capable of producing 34-mgd of RO permeate. The RO permeate is adjusted for pH and treated with UV and hypochlorite prior to being stabilized with lime and CO2. The product water is conveyed to the Miramar Reservoir, which serves as a raw water supply for the City of San Diego.

→ Lead reverse osmosis (RO) process engineer for the Advanced Water Purification Pilot Facility, El Paso Water Utilities Service Board, Texas. The AWPF treats water from the Bustamante WWTP using MF/UF, RO, UVAOP, GAC, and chlorination for direct distribution as potable water. The 7.20-mgd RO system removes dissolved solids, TOC, bicarbonate, and other dissolved constituents in order to improve performance of the downstream UVAOP, meet primary and secondary drinking water standards, and reduce potential for DBP formation.

→ Project manager/project engineer for the Chino Basin Desalter Authority, California, 2.75-mgd Chino II Desalter Concentrate Treatment System, which includes a pelletized lime softening process, sedimentation, media filtration, and secondary reserve osmosis to increase the recovery of the Chino II Desalter from 82 to 94 percent. Twenty six tons of calcium carbonate pellets are produced each day and sold to an area limestone quarry.

→ Project engineer for the design of the 8.64-mgd Mesa Consolidated Water District, California, Colored Water Treatment Facility. Project involved replacement of an existing ozone/GAC system with a poly ethersulfone (PES) nanofiltration system for removal of color from an existing groundwater supply. Mr. Yallaly was responsible for the process design, oversight of pilot testing, development of preliminary and final design criteria, mechanical design of the NF system and ancillary components, and development of the contract specifications and contractor prequalification documents.

→ Project manager/engineer for the expansion design of the Chino II Desalter from 10 to 20.5 mgd. The expansion is part of the overall Chino Basin Phase III project and was funded by a grant from the State of California and matching funds from three project sponsor agencies (Western Municipal Water District, the City of Ontario, and the Jurupa Community Services District). The expansion design included new cartridge filters, new

reverse osmosis (RO) feed pumps, two 3.25-mgd RO trains, a new decarbonator, modifications to the existing transfer pump station, post treatment modifications, and expansion of the nitrate removal the ion exchange system. The project was designed in early 2008 and is projected to be online by December 2009. The expansion components include upgraded features for process control, data monitoring, and facility maintenance.

→ Project manager for development of the Irvine Ranch Water District, California, Wells 21 and 22 Reverse Osmosis Plant Design-Build Bid documents and pre-qualification process. Project involved developing the final process design, detailed process and instrumentation drawings, site layouts, and technical specifications that served as the basis of bid development for the pre-qualified design-build teams.

→ Quality manager for a seawater desalination plant rehabilitation study for the City of Santa Barbara, California. Assisted with the rehabilitation study of the City's seawater reverse osmosis plant that was built in 1990, which has remained in standby mode since 1991.

→ Project engineer for the Deuel Vocational Institution 0.8-mgd reverse osmosis (RO) water treatment plant in Tracy, California. The facility consists of 0.59 mgd of RO capacity, with the balance of the capacity comprised of distillate from treatment of the RO concentrate. The concentrate is treated with a falling film vapor compression brine concentrator to recover approximately 98 percent of the RO concentrate. Mr. Yallaly designed all aspects of the RO and brine concentrator processes, including pretreatment, post treatment, chemical feed systems, product transfer pumping, and slurry management.

→ Reverse osmosis (RO) system design engineer for the 6-mgd Bonita Springs RO Water Treatment Plant in Bonita Springs, Florida. The process includes a wellfield, raw water transmission line, RO pretreatment (cartridge filters, acid, and scale inhibitor), RO, degasifier, product transfer, and disinfection. Concentrate from the process discharges to a deep injection well. Mr. Yallaly was responsible for the design of the treatment components, including the RO membrane system, cartridge filters, and membrane cleaning system. The facility consists of four 1.5-mgd (permeate capacity) RO skids. A future expansion of the facility will consist of four additional 1.5-mgd RO systems.

→ Lead engineer for the design and permitting of the 1-mgd Ave Maria Utilities Company membrane softening facility in Ave Maria Towne, Florida. The first phase of the project involved permitting of the facility by preparing a preliminary engineering report, an alternative to submitting completed drawings and specifications. The process includes raw water wells, raw water transmission line, pretreatment (cartridge filters, acid injection, scale inhibitor injection), nanofiltration systems (0.5-mgd permeate capacity per skid), degasifier/scrubber system (hydrogen sulfide removal), product transfer pump station, post-treatment (residual disinfection and corrosion control), and high service pump station. Additionally, Mr. Yallaly contributed to the innovative concentrate disposal strategy, which involved discharge to a wastewater treatment plant where it was blended with raw wastewater, treated, and discharged to a reuse system. This alternative concentrate disposal process avoided the construction of a costly deep injection well.

→ Lead design engineer for the 0.9-mgd (expandable to 1.8-mgd) Dunes Community Development District Reverse Osmosis Water Treatment Plant in Palm Coast, Florida. The first phase of the project consists of a 0.9-mgd facility (expandable to 1.8-mgd) and new administrative building. The process includes pretreatment (cartridge filters, acid injection, and scale inhibitor injection), membrane systems (0.45-mgd permeate capacity per skid expandable to 0.9-mgd permeate capacity), degasifier/scrubber system (hydrogen sulfide removal), product transfer pump station, post-treatment (residual disinfection and corrosion control), and high service pump station.

Daniel A Hugaboom, PE

Dan Hugaboom is an associate vice president and has 20 years of experience in process engineering for water treatment. His experience ranges from drinking water processes, including membrane filtration, to innovative groundwater remediation processes.

Education

MS Civil Engineering, Clarkson University, New York, 2000

BS Civil Engineering, Worcester Polytechnic Institute, Massachusetts, 1996

Licenses

Civil Engineer, Idaho

Professional Affiliations

American Water Works Association

American Membrane Technology Association

Relevant Project Experience

→ Chief technologist for the City of Daly City, California, Tertiary Facilities Project. This project consisted of pilot testing and preliminary design of a 2.8 mgd expansion of Daly City's (California) disinfected tertiary recycled water system to meet California Title 22 requirements for unrestricted use. Pilot testing included five different ultrafiltration membrane modules, selected address a challenging unnitrified secondary effluent. Modules included 3 PVdF, 1 PES and an alumina oxide ceramic module.

→ Chief technologist for the 54-mgd low-pressure membrane retrofit of Manatee County Governments, Florida, existing conventional water treatment plant.

→ Project engineer for the conceptual design, preliminary design, low pressure membrane procurement, and final design phases for of the 28-mgd Baker Water Treatment Plant for the Irvine Ranch Water District, California. The treatment process consists of pre-oxidation with chlorine dioxide, in line coagulation, microfiltration, and UV disinfection.

→ Chief technologist responsible for process design and low-pressure membrane procurement for the Clifton, Colorado, Water District's 12-mgd media filter plant rehabilitation. The low pressure membrane system was designed to be an "Open Platform" design, capable of operating membrane elements from as many as 5 different manufacturers. The rehabilitation will be done entirely inside the footprint of existing buildings.

→ Chief technologist for the conceptual design of the Mission San Jose Water Treatment Plant for Alameda County Water District, California. Responsible for evaluating process improvements to restore the capacity of their failing membrane filtration system. Developed concepts for conversion of the existing proprietary system to an "Open Platform" system capable of operating modules from at least 3 membrane elements manufacturers. Evaluated pretreatment and residuals handling process improvements to minimize membrane fouling. Developed novel membrane cleaning strategies to target iron fouling.

→ Project manager/project engineer for the Oden Water Association Water Treatment Plant, Sandpoint, Idaho. Low-pressure membranes were designed as an "Open Platform" system, capable of operating membrane elements from manufacturers. Responsibilities included: process evaluations, preliminary design and final design services for the rehabilitation of a 0.86-mgd ultrafiltration membrane plant. This work included backwash system modification, construction of a new membrane chemical clean in place system, replacement of aging plastic process piping with stainless steel, and structural modifications to replaced corroded membrane rack frames.

→ Project manager for an evaluation of low-pressure membrane replacement alternatives for United Water Idaho's 6-mgd Columbia Water Treatment Plant.

→ Chief technologist for the design of the Modesto Irrigation District's 36-mgd surface water treatment plant expansion with membrane filtration, California. The plant includes a novel clean-in-place residuals recycling strategy due to the lack of disposal facilities, as well as a waste washwater handling system consisting of dissolve air flotation and high rate sedimentation processes required to meet stringent recycle water quality goals imposed by the membrane supplier. Coordinated regulatory approval for a membrane element change that occur post construction.

→ Technical advisor for the design and startup of the 20-mgd Agua Viva Water Treatment Facility for the City of Yuma, Arizona. An immersed membrane filtration

process was the primary treatment selected for this plant. The plant is expandable to 40 mgd.

→ Project engineer for the preliminary design of a 65-mgd membrane retrofit of an existing conventional water treatment facility treating Salt River Project water for the City of Tempe, Arizona. Responsibilities included development of preliminary design drawings, specifications, and development of pilot testing protocols.

→ Project engineer responsible for development of membrane procurement documents, integrity test validation procedures, and chemical systems for a new 12-mgd (expandable to 40 mgd) low-pressure membrane filtration plant for the Eastern Municipal Water District in Hemet, California. The plant is designed to operate as an inline coagulation facility treating California State Project Water. Negotiated regulatory approval for 10- to 12-mgd expansion and authored first year operation's report as required by the California Department of Public Health for alternative filtration technologies.

→ Chief technologist for on-going efforts to improve performance of a 16-mgd surface water treatment plant owned by the Upper Trinity Regional Water District, Texas. Assisted the District in troubleshooting, process optimization, negotiating membrane replacement contract, and regulatory approvals for process upgrades.

→ Project engineer for the one-year operation report for the 10-mgd Hemet Water Filtration. The report is required by California Department of Public Health for an alternative filtration.

→ Project engineer responsible for treatment process development, low pressure membrane system procurement, and start up for Park City's, Utah, 3-mgd surface water treatment plant. Provided continuing operational support and warranty period engineering services to Park City for its membrane system.

→ Project engineer for the pilot-scale study for the rehabilitation and expansion of the City of Lynden Water Treatment Plant, Washington. The pilot units were provided by GE-Zenon, Pall, and Siemens.

→ Project engineer for the pilot-scale study for the rehabilitation of the City of Lake Forest, Illinois, Water Treatment Plant. Responsible for pilot protocols, data evaluation, establishing design criteria, and reporting.

→ Project engineer responsible for technical specifications for procurement of a low-pressure membrane system for Two Rivers, Wisconsin. Following system selection, led pilot testing effort to obtain regulatory approval of system design criteria.

→ Contributing author to the American Water Works Association, "Microfiltration and Ultrafiltration Manual of Practices" for the American Water Works Association Membrane Process Committee. Responsible for the preparation of a Pilot Testing Protocol to evaluate feasibility of implementing membrane processes, performance evaluations, optimizing operating conditions, establishing design criteria, and evaluating finished water quality.

→ Project engineer for pilot testing to support procurement of membrane equipment for a 12-mgd water treatment plant for the Yucaipa Valley Water District, California. Membrane feedwater during testing included both pretreated and raw water from the California State Water Project.

→ Assistant project engineer for a membrane pilot-study evaluation of four proprietary systems to treat two supplies from the Deer Creek basin in Salt Lake City, Utah. This project developed design criteria for the potential application of membrane technologies at the new 70-mgd Point of the Mountain Water Treatment Plant. The membrane testing was conducted side by side with piloting of conventional processes with ozone and ultraviolet for duration of 10 months.

→ Project engineer for the filter expansion and upgrades at the 65-mgd Jefferson Street Water Treatment Plant, Laredo, Texas. The project included new filters with a combined capacity of 25 mgd, addition of filter to waste and instrumentation and control upgrades.

Harold B Wright

Harold Wright has 34 years of experience in research and technology development with an emphasis on resolving process issues with water wastewater treatment, evaluating treatment technologies, and developing sizing models/software for water/wastewater unit processes. His background includes water analysis, bench-scale studies, and pilot-scale evaluations. He has 24 years of experience in UV disinfection and advanced oxidation processes, both with drinking water and wastewater, which includes fundamental research, technology development, regulations, performance testing, validation, and design.

Education

ME Environmental Engineering, McGill University, Montreal, Quebec, Canada, 1995

Diploma Environmental Studies, McGill University, Montreal, Quebec, Canada, 1993

BS Engineering Physics, Queen's University, Kingston, Ontario, Canada, 1985

Licenses

Professional Engineer, Manitoba, British Columbia, New Brunswick, Ontario

Professional Affiliations

International Ultraviolet Association

Relevant Project Experience

→ UV process specialist for the City of San Diego, California, 34-mgd North City Pure Water Facility Design and Construction. The Facility will use a WEDECO K143 UV system to achieve 6-log pathogen reduction though UV disinfection, NDMA reduction by photolysis, and 1,4-dioxane reduction by UV/chlorine AOP. Evaluated water quality impacts on the efficiency of UV AOP. Used CFD-based UV dose models to evaluate and optimize UV reactor inlet hydraulics and develop UV dose monitoring algorithms. Developed UV system layouts, O&M strategies, and control algorithms for UV and chemical injection.

→ Technical reviewer for the City of Los Angeles, California, 12-mgd Terminal Island Water Reclamation Plant UV AOP system. The UV AOP system is being used to achieve 6-log pathogen reduction, NDMA destruction, and advanced oxidation of 1,4-dioxane. Prepared documentation for the regulator to support 6-log pathogen inactivation credit, evaluated startup test plans, and modeled bench- and full-scale UV AOP performance.

→ Technical specialist for El Paso Water Utilities, Texas, 8-mgd Advanced Water Purification Facility. Used UV AOP models to evaluate the impacts of water quality on UV and oxidant doses required to achieve 6-log inactivation of pathogens and reduction of NDMA and 4-dioxane. Provided comparisons of UV/peroxide and UV/chlorine AOP.

→ Technical reviewer for the Advanced Water Purification Facility (AWPF) for potable reuse currently in design for the City of Los Angeles, California, Donald C. Tillman Water Reclamation Plant. The design is evaluating three treatment options that involve combinations of ozone, BAC, MF, RO and UV/chlorine AOP for groundwater replenishment and raw water augmentation.

→ Technical reviewer for the Las Virgenes Municipal Water District, California, Pure Water Project. Evaluated UV system alternates and UV supplier proposals.

→ UV specialist for the UV upgrade for East Bay Municipal Utility District, California, 200-mgd Orinda Water Treatment Plant. Developed design criteria and UV system layouts. Provided a comparative cost evaluation of UVs system sizing for 1-log Giardia inactivation, 2-log adenovirus inactivation, and seasonal T&O (MIB and geosmin) using UV/peroxide AOP. Prepared and reviewed 30 percent design documents. Selected to complete the UV system design and construction.

→ UV specialist for the 600-mgd UV system design for the Los Angeles Department of Water and Power, California, Los Angeles Aqueduct Filter Plant and the 600-mgd UV concept design for the Los Angeles Reservoir. Reviewed water quality data, UV design criteria, and design alternatives. Evaluated mercury release with MP and LPHO lamps. Optimized hydraulics through the reactor using CFD-based models. Participated on UV system design workshops.

→ UV specialist for the evaluation of UV advanced oxidation process for treating contaminated groundwater for the Los Angeles Department of Water and Power, California. Used process models to compare advanced oxidation of micro-pollutants such as 1,4-dioxane, TCE, PCE, and NDMA using MP and LPHO lamps in combination with hydrogen peroxide and chlorine as oxidants. Used AOP models to develop bench and pilot scale-testing programs. Results

were used to develop and evaluate full-scale design alternates.

→ UV AOP specialist for the City of San Buenaventura, California, VenturaWaterPure Project for potable reuse via groundwater replenishment and raw water augmentation. Developed design criteria for a 1,113-gpm UV/chlorine AOP system.

→ UV specialist for the San Francisco Public Utilities Commission, California, 330-mgd UV system design and implementation. Evaluated UVT data. Conducted a UV system fouling study that resulted in the selection of MP UV lamps. Participated in the selection of the design-build team.

→ UV process specialist for the Pre-treatment Evaluation and Planning Study for In-line Water Treatment Plants at East Bay Municipal Utility District, California. This project is identifying process alternatives for the District's Orinda WTP (200 mgd), the Walnut Creek WTP (160 mgd), and Lafayette WTP (25 mgd) WTP to address changing water quality conditions and sources, improve taste and odor, help address future contaminants, and improve WTPs resiliency. This project includes pilot testing of Actiflo™, Actiflo™-Carb, ozone, and filtration to refine pre-design parameters and assist with the development of capital and operational costs.

→ UV specialist for East Bay Municipal Utility District, California, UV system design for the Walnut Creek Water Treatment Plant. Identified and resolved issues with UV system design, validation, dose monitoring, and operation. Used CFD-modeling and UVXPT to compared validation and installation inlet and outlet piping to obtain California DHS approval.

→ Technical reviewer for the City of Morro Bay, California, Water Reclamation Facility UV AOP system design. The UV system will treat 0.93 mgd of RO permeate for 6-log pathogen inactivation, NDMA reduction by photolysis, and 1,4-dioxane reduction using UV/chlorine AOP.

→ UV AOP specialist for the City of Pismo Beach, California, Central Coast Blue Pure Water Demonstration Center. Developed UV AOP design criteria and evaluated UV technology alternates from three UV system suppliers.

→ UV expert for three UV system upgrades for Weber Basin Water Conservancy District, Utah. Conducted UV audits to benchmark UV system performance, developed plans for regulatory approval, and updated the analysis of original validation data in accordance with the 2006 UV Disinfection Guidance Manual. Worked with the UV system manufacturer to implement and verify the new UV dose monitoring algorithms.

→ Founder and technical lead for Carollo's Portland UV Validation Facility. Designed the test train and obtained discharge permits. Developed test protocols, planned and conducted testing, resolved issues, analyzed data, developed dose monitoring algorithms and prepared reports. Oversaw validation of more than 80 commercial UV reactors in accordance with the USEPA UV Disinfection Guidance Manual and the NWRI UV Guidelines.

→ Technical expert responsible for reviewing test protocols, data analysis, and reporting for the onsite UV validation for:

- Sun Valley, Idaho, TAK 55 reuse wastewater system.
- City of Winnipeg, Manitoba, Calgon 48" Chevron drinking water UV system.
- City of Armstrong, British Columbia, Trojan 12" UVSwift system

→ Technical expert responsible for reviewing validation test protocols for the East Bay Municipal Utility District, California, backwash water UV disinfection system. The UV system was validated at the UV Validation and Research Center of New York.

→ Conceptualized and developed Carollo's UVXPT software incorporating Computational Fluid Dynamics (CFD), UV intensity modeling, and microbe inactivation kinetics to predict pathogen inactivation and dose delivery by UV disinfection systems. Software is used for designing, sizing, and evaluating UV disinfection reactors.

Amos Branch

Amos Branch has recently joined Carollo Engineers as a technologist in the Water Reuse Technical Practice Group after almost eight years working on wastewater treatment and reuse projects. Prior to joining Carollo, Amos completed a doctorate that developed Australian National guidance (now WaterVal) for how to achieve reliable and safe recycled water quality using membrane bioreactors (MBRs). Amos has performed numerous consulting projects including pilot and laboratory challenge testing and operation of membrane products, expert witnessing and advice for log removal value performance evaluations. He continues to work towards more systematic protocols to improve water reuse with ultraviolet advanced oxidation processes. Amos specializes in chemical and microbiological water quality and has extensive knowledge of wastewater pathogens, contaminant removal performance, advanced data analysis, and membrane processes.

Education

PhD, University of New South Wales, Australia, Validation of Membrane Bioreactors for Water Recycling, 2016

BEng (Hons1), Industrial Chemistry, University of New South Wales, Australia, 2001

Relevant Project Experience

→ Research associate for the University of New South Wales, Australia. Work included:

- Conducted a research project looking at the potential for transformation of chemical enantiomers during wastewater treatment and with an aim to quantifying impacts on treated water toxicity.
- Conducted a research project aimed at developing guidelines for validation of ultraviolet advanced oxidation processes (UV/AOP) for water recycling.
- Applied liquid-chromatography coupled organic carbon and nitrogen detection to multiple water sources with an aim to assisting with troubleshooting of low (UF/MF) and high (RO) pressure membrane plants
- Conducted a literature review with the aim of investigating the risks associated with occurrence and proliferation of Legionella in water treatment processes operated in temperate environments.
- Contributed to further technical journal articles and other PhD thesis.
- Completed a wide variety of contract research and consulting activities from start to finish including initial client contact and proposal preparation, to conducting research activities to preparation of reports and final invoicing documents.

→ PhD Candidate and Tutor for the University of New South Wales, Australia. Work included:

- Undertook critical literature review on pathogen removal and operation monitoring techniques for MBRs.
- Developed and enacted an extensive sampling campaign over 11 full-scale installations, exceeding over 180 site visits.
- Quantified relationships between MBR operations and design parameters and pathogen removal efficiencies to enable more efficient performance assessment of MBR systems and manage health risk uniformly across Australian water recycling schemes.
- Compiled research outcomes into reports detailing experiment parameters, statistical analysis, findings and recommendations.
- Delivered presentations to a wide variety of audiences, including undergraduate students, plant operators and technical specialists, communicating complex research.
- Tutored under-graduate and post-graduate courses on sustainability assessment and health risk analysis, water quality, process design and safety.
- Undertook consulting activities including experimental work and report writing, membrane autopsy for fouling and integrity analysis, expert witness of membrane challenge testing and evaluation of new integrity monitoring sensors for membrane systems.
- Assisted in organization of an early career researcher conference for young

Awards

Other Accomplishments

Open for Quote

membrane professionals held in Geelong in 2014.

→ Research and Development Intern for the Evoqua Water Technologies, Australia. Work included:

- Created and tested over 60 laboratory scale desalination modules and undertook collection and analysis of performance data to determine the most viable module for scale up
- Produced scaled up modules for the development of an in-house pilot plant
- Evaluated resin properties including hardness, viscosity and set isotherm to ascertain their suitability as desalination module materials.
- Improved the design of laboratory measurement apparatus in terms of simplicity, reproducibility and capacity for automated result collection; resulting in the generation of a large amount of useful design related data, in a short time scale.

→ Treatment Operation Intern for the Sydney Water Corporation, Australia. Work included:

- Undertook research into bio-solids odor and possible treatments.
- Designed, built and implemented a pilot dosing system to control bio-solids odors.
- Undertook all daily quality tests on influent and effluent wastewater and maintained the laboratory QC records.
- Calibrated odor scrubber process control sensors resulting in faster process response and more efficient utilization of dosed chemicals

Publications/Presentations

→ Guido Carvajal, Amos Branch, Scott A. Sission, David J. Roser, Ben van den Akker, Paul Monis, Petra Reeve, Alexandra Keegan, Rudi Regel and Stuart J. Khan. "Virus Removal by Ultrafiltration: Understanding Long-term Performance Change by Application of Bayesian Analysis," Water Research, 122, 269 – 279, 2017.

→ Guido Carvajal, Amos Branch, Philipp Michel, Scott A. Sission, David J. Roser, Jörg E. Drewes and Stuart J. Khan. "Robust Evaluation of Performance Monitoring Options for Ozone Disinfection in Water Recycling Using Bayesian Analysis," Water Research, 124, 605 – 617, 2017.

→ Trang Trinh, Amos Branch, Adam C. Hambly, Guido Carvajal, Heather M. Coleman, Richard M. Stuetz, Jörg E. Drewes, Pierre Le-Clech and Stuart J. Khan. "Hazardous Events in MBRs – Part 1: Impacts on Key Operational and Bulk Water Quality Parameters." Journal of Membrane Science 497, 494-503, 2016.

→ Amos Branch, Trang Trinh, Guido Carvajal, Heather M. Coleman, Richard M. Stuetz, Jörg E. Drewes, Greg Leslie, Pierre Le-Clech and Stuart J. Khan. "Hazardous Events in MBRs – Part 3: Impacts on Microorganism Log Removal Efficiencies. Journal of Membrane Science 497, 514-523, 2016.

→ Alice Antony, Amos Branch, Greg Leslie, Pierre Le-Clech. "Impact of Membrane Aging on Reverse Osmosis Performance – Implications on Validation Protocol," Journal of Membrane Science, 520, 37 – 44, 2016.

→ Amos Branch, Trang Trinh, Ben Zhou, Greg Leslie and Pierre Le-Clech (2015), "Chemical Cleaning in MBRs: Implications for Accreditation in Water Recycling," Australian Water Association: Water Journal, 42 (4) ,60 – 64, June 2015.

→ Rita K Henderson, Yulia Shutova, Andy Baker, Arash Zamyadi, Pierre Le-Clech, Amos Branch, Gale Newcombe, Stuart J. Khan, Richard M. Stuetz. (2015) "Fluorescence: State-of-the-art monitoring for water treatment systems", Australian Water Association: Water Journal, 42 (2), 108 – 113, April 2015.

→ Trang Trinh, Amos Branch, Ben van den Akker, Pierre Le-Clech, Jörg E Drewes and Stuart J Khan. "Chapter 7: Impacts of Hazardous Events on Performance of MBRs. IWA Publishing (London). Pages 207-221. ISBN: 9781780400655," 2014.

Charlie (Qun) He, PE, LEED

Charlie (Qun) He, a vice president and chief technologist with Carollo, has more than 19 years of experience in water and wastewater treatment, water quality analysis and research, computer modeling, membrane technologies, concentrate management, industrial wastewater treatment, distribution and collection system modeling.Mr. He has extensive experience in water and wastewater treatment, and conventional and advanced digestion processes. He has completed more than a dozen pilot studies, demonstration studies, water quality sampling and testing studies and third party validation testing. He is instrumental in developing and optimizing treatment strategies for complex industrial wastewater treatment. Mr. He leads the company's integrated decision support system team and is leading the research and development of Blue Plan-it®, an advanced water and wastewater system simulation and optimization tool.

Education

MS Civil and Environmental Engineering, Arizona State University, 2001

BS Environmental Engineering, Tsinghua University, Beijing, 1999

Licenses

Civil Engineer, Arizona

Certification

LEED Accredited Professional, Green Building Certification Institute, 6/27/2009

Professional Affiliations

American Water Works Association

American Water Works Association, Water Desalting Committee

WateReuse Association, Desalination Committee

AZ Water Association Research Committee

American Water Works Association, Joint Section Research Committee

Relevant Project Experience

→ Technical Advisor for the Alameda County Flood Control and Water Conservation District, Livermore, California – Zone 7 Tri-Valley Potable Reuse Feasibility Study. The Study evaluates more than 20 IPR and DPR alternatives using Blue Plan-it® and identifies the most promising options based on technical, financial, and regulatory considerations.

→ Technical Advisor for the City of Los Angeles, California – Donald C. Tillman (DCTWRP) Advanced Water Purification Facility (AWPF) Procurement. The AWPF treats tertiary effluent from the DCTWRP to purify water suitable for groundwater replenishment via spreading. The treatment process for the proposed facility is comprised of ozonation, biologically activated carbon (BAC), and ultraviolet (UV) advance oxidation processes (AOP) with potential side stream treatment comprised of microfiltration (MF) and reverse osmosis (RO). The Project results in purifying 25.0 million gallons per day (mgd) of DCTWRP influent. The Project also consists of the following: conversion of the existing chlorine disinfection system to either UV or ozone disinfection for the entire plant peak flow of 80 mgd; chemical systems; and electrical substation and back-up generators improvements. Related and enabling projects (not part of this project), which have the goal of being built prior to the project construction, include the following: primary flow equalization; maintenance building and warehouse improvements; berm improvements; and an ozone demonstration project.

→ Project Engineer/Technical Advisor for City of Los Angeles, California - One Water LA 2040 Phase 2. Led the framework design of the Blue Plan-it™ decision support system for the City's water resources planning as Carollo developed a baseline of existing and future conditions that will help the City achieve goals set up by Mayor Garcetti.

→ Project Engineer/Technical Advisor for Calleguas Municipal Water District (MWD), Thousand Oaks, California – Brine Line Modeling. Led modeling efforts using Blue Plan-it®.

→ Project Engineer/Technical Advisor for LA County Sanitation District, California – DCT Water Reclamation Facility Direct Potable Reuse Optimization.

→ Project Engineer/Technical Advisor for Goleta Water District, Santa Barbara, California – DBP Treatment and Control. The Project prioritizes reducing disinfection byproducts (DBPs) and trihalomethanes (THMs) in the treated water from the Corona del Mar Water Treatment Plant (CDMWTP). It also includes decision support models to help analyze the District's raw water quality challenges.

→ Project Engineer/Technical Advisor for City of Lemoore, California – Corrosion Study. Evaluates the impact of a new water source and changes in DO on corrosion and stability using the Blue Plan-it® model.

→ Project Engineer for the City of Phoenix, Arizona - Western Canal Water Treatment Plant Master Plan. Gathering site information and establishing the planning basis, the Project performs baseline treatment

Awards

Quentin Mees Research Award, "Minimizing Concentrate using Advanced Oxidation, Biofiltration, and Ion-Exchange Pre-treatment for Electrodialysis Reversal," AZ Water Association, in association with B. Kelso, C. Hassert, and T. Poulson. 2014.

First Annual Fresh Ideas Contest, "Designing a Pilot Facility for Softening Brackish Water RO Concentrate," AZ Water Association, in association with M. Gross and K. Alexander. 2008.

CV Magazine Software and Technology Innovation Award, 2017.

American Water Works Association (AWWA) and American Membrane Technology Association, Best Poster Presentation, 2018.

American Water Works Association (AWWA), Water Science and Research Division, Emerald Erlenmeyer Award, 2019.

process evaluation that includes a baseline treatment selection, a cost estimate, and permitting plan. The Project gathers and statistically analyzes historical water quality data for the Phoenix water system and performs a blending analysis of multiple raw water sources and developed a methodology to define 10-year water quality variation envelopes. It also reviews current and future water quality regulations and standards, and establishes water treatment goals and four levels of constituents of concerns for both groundwater and surface water sources. The Project reviews and evaluates various water treatment processes, including new technologies such as MF/UF, NF/RO, EDR, and membrane concentrate management and disposal processes, including assembly and ranking of treatment trains using the highly automatic macro-based excel software, "SuperTrain R," which Charlie developed to greatly improve the treatment train selection process methodologies used in previous Carollo projects. The Project also evaluates treating surface water and groundwater alone and combined, and develops basis of design, site planning layouts, hydraulic profile, and life cycle cost analysis and prepared 14 technical memos, four-workshops, and two-meetings per month of the Project.

→ Technical Advisor for the City of Phoenix, Arizona - Val Vista Water Treatment Plant Miscellaneous Improvements Design and Construction Administration and Inspection (CA&I). The Project involves six sequential miscellaneous improvements projects: Phase I Remote Fluoride Feed Facilities Upgrade; Phase II Reservoirs 1 and 2 Rehabilitation; Phase III Acid and Caustic Soda System Modifications; Phase IV Regulatory Compliance Excellence Program (RCEP) Improvements to the Primary Chemical Feed Systems plus the Reservoir Optimization Design via Change Order; Phase V RCEP Improvements to the Secondary Chemical Feed Systems; and Phase VI Internal Improvements including replacement of the flocculator units in Basins 1 thru 8.

→ Technical Advisor for the City of Lemoore, California – Groundwater Quality Improvement Design-Build Program Pre-Design. The City is under a compliance order to meet all applicable drinking water standards. Major contaminants of concern include TTHMs, arsenic, ammonia, TOC, and color. This Project addresses this issue through the implementation of three centralized groundwater treatment plants and associated conveyance from wellheads and to the distribution system. The objectives are to reduce TOC, turbidity, ammonia, iron, color, sulfide, and arsenic (in applicable wells) to meet primary and secondary MCLs with a focus on reduction of DBPs to achieve compliance. The Project is delivered in a progressive design-build delivery method. The first phase contract includes engineering and CEQA to a 60% design completion level. Phase 2 includes completions of design, construction, startup, permitting, and optimization. Total project estimated costs is $25M.

→ Technical Advisor for the City of Aurora, Colorado – Griswold WPF Solids Handling Study. Led the development of a solids mass balance model for the surface water treatment plant with advanced sand drying bed operation optimization functions.

→ Technical Advisor for the Arapahoe County Water and Wastewater Authority (ACWWA), Centennial, Colorado – Blue Plan-it® Corrosion and Stability Evaluation. Connects the distribution system InfoWater model results and distribution system water quality modeling results to assess scaling and corrosion potentials.

→ Project Engineer for the City of Buckeye, Arizona – Integrated Water Resources Master Plan Update. The Project includes water resources and reclaimed water evaluations, and development of alternative strategies for the City to as it considers acquiring a Designation of Assured Water Supply. The Project also includes technical oversight of the water and wastewater system evaluations and capital improvement recommendations. Responsibilities include leading the water quality plan update, as well as the evaluation of arsenic, fluoride, nitrate and TDS treatment using the Blue Plan-it® water balance and groundwater treatability model.

Elisa A Garvey, PhD, PE

Dr. Elisa Garvey's experience includes water resources management, water quality assessments, regulatory and permitting support, master planning, and monitoring plan development/implementation.

Education

PhD Environmental Engineering, University of Massachusetts, 2000

MS Environmental Engineering, University of Massachusetts, 1995

BS Mechanical Engineering, Johns Hopkins University, 1993

Licenses

Civil Engineer, California

Professional Affiliations

International Water Association

Water Environment Federation

Relevant Project Experience

→ Project manager for the cities of Oxnard and Pleasant Valley, California, Salt and Nutrient Management Plan (SNMP). Responsible for leading the project team to develop the SNMP (ongoing), which involves groundwater basins characterization, groundwater quality assessment, evaluation of assimilative capacity, identification of sources of salts and nutrients, fate/transport modeling, management measures identification, anti-degradation analysis, and environmental review.

→ Project engineer for City of Ventura, California, Recycled Water Market Study and Recycled Water Feasibility Study. Upon completion of the market analysis the feasibility study included a more detailed analysis of recycled water demands, required water quality (by type of use), and treatment trains required to meet water quality targets. Developed capital and operations and maintenance costs. In addition, provided oversight and direction to the City on the constructing a demonstration scale potable reuse plant. Assisted in establishing operating conditions and developed a monitoring plan for demonstrating treatment efficacy and attainment of water quality standards.

→ Project engineer for the Water Research Foundation Project No. 4536 "Blending Requirements for Water from Direct Potable Reuse Facilities." The project evaluates the impacts of blending, various advanced treatment trains, and blending location on both finished and distribution system water quality. Responsible for developing test protocols, coordinating sampling events, and compiling data.

→ Project manager for the California Department of Public Health (CDPH)/Contra Costa Water District's Removal of NDMA, EDCs, and PPCPs from South Delta Waters Project. This research project, funded by CDPH, focused on pilot testing three advanced water treatment trains to determine removal efficiencies of trace organic compounds. Responsible for technical oversight of development of the experimental plan and plot-testing activities, as well as project team management.

→ Project engineer for validation for UV disinfection reactors manufactured by Calgon Carbon Corporation. Field testing of the UV reactors was conducted at the Portland, Oregon, UV validation testing facility. Involved in field testing of 24-inch and 48-inch reactors. Responsible for data analysis and development of the validation report per the 2006 UV disinfection Guidance Manual.

→ Project engineer for a feasibility study for construction of a new treatment plant located between Bakersfield and Los Angeles, California. The proposed source water for the treatment plant was the California Bay Delta. Various treatment plant alternatives were developed and evaluated with respect to effectiveness for treatment of pathogens, tastes and odors, and organics, as well as for effectiveness at minimizing DBP formation.

→ Project engineer for evaluation of a biomimicry inspired mixing technology designed by PAX Scientific. The primary objective of the study was to assess the ability of the PAX mixer to induce and maintain a thermally mixed condition in several drinking water supply reservoirs. Project tasks included developing the experimental plan, conducting the field studies and data analysis, and preparing a report summarizing the study.

→ Project engineer for the US Environmental Protection Agency/American Water Works Association Research Foundation Project 3004, Advanced Water Treatment of Estuarine Water Supplies for Improving Water Quality. The goal of this project is to fill knowledge gaps with respect to treatment of estuarine supplies using existing and advanced technologies (GAC, PAC, MIEX® resin, membranes), as well as disinfectant combinations including chlorine, chlora-

mines, chlorine dioxide, ozone, and UV disinfection. Primary responsibilities included oversight of a demonstration-scale evaluation of medium-pressure and low-pressure UV disinfection, with a focus on assessing the operational issue associated with UV disinfection technologies.

→ Planning lead for the Orange County Water District (OCSD), California, PFAS Treatment Systems Planning Study. Led the planning for the assessment of alternatives including blending, centralized treatment of individual wells, and possibly centralized treatment to meet OCSD's challenges with PFAS contamination in the Orange County Groundwater Basin.

→ Assistant project manager for the Inland Empire Utilities Agency (IEUA), California, Facilities Balancing and Optimization Model. The IEUA system consists of liquids treatment at four reclamation plants and solids treatment at two treatment plants. Responsible for overall development of an optimization model designed to help IEUA better understand how the plants work as a system and to identify opportunities for improvements in operations and planning capital improvements.

→ Engineer for the City of Los Angeles, California, One Water LA 2040 Plan. The integrated planning approach for this project incorporates surface water, groundwater, recycled water, desalination, and stormwater projects into an overall water supply planning process. Responsible for compiling information on stormwater related project to be considered as components of system-wide portfolios.

→ Stormwater analysis lead for OneWater Morro Bay Integrated Master Plan, City of Morro Bay, California. Evaluated the resiliency of water, wastewater, and stormwater systems, as well as supply sources including groundwater, surface water from the State Water Project, desalination, recycled water, and indirect potable water.

→ As a subconsultant to Water Systems Consulting, contributed to analysis and development of the City of Pismo Beach, California, Recycled Water Feasibility Study. Specific responsibilities included developing treatment trains and associated cost estimates for various end recycled water uses. For the indirect potable reuse alternatives, contributed to the analysis of regulatory constraints for surface recharge versus groundwater injection.

→ Project engineer for the Tri-Valley Potable Reuse Feasibility Study. The Tri-Valley agencies embarked on a potable reuse feasibility to augment water supplies and increase water supply reliability. Responsible for leading the development of over 22 potable reuse alternatives involving three agencies, multiple single and shared treatment facilities, and three types of potable water end uses (ranging from groundwater augmentation to raw water augmentation). Oversaw the development of a Blue Planit® modeling application to track and evaluate scenario, yields, costs, and water quality. The findings of the project include several short-listed alternatives that provide the Tri-Valley with options for potable reuse that can be further developed.

→ Project engineer for the City of Ventura, California, Special Studies as required by its NPDES permit. The Special Studies included an Estuary Subwatershed Study, Recycled Water Market Study, and Wetlands Feasibility study. The Estuary Study focused on determining if the existing wastewater treatment plant discharge provides an enhancement to the receiving water (Santa Clara River Estuary) under current or alternative discharge flow conditions. As the allowable discharge flow will eventually be written into the City's NPDES permit, this project involves coordination and communication with the Regional Water Quality Control Board and resource agencies.

→ Project engineer for the Ventura County Watershed Protection District, California, Lower Santa Clara River Salt and Nutrient Management Plan (SNMP). Responsible for providing technical and regulatory support for SNMP development. Key tasks included synthesis and evaluation of existing data, identifying overall recycled water goals and objectives, quantifying sources of salts and nutrients, and developing management measures.

Felicia James, PE

Felicia James is an Asset Management Lead in Carollo's Strategic Management Group. She has 24 years of experience, including as an Asset Strategy Manager with the Washington Suburban Sanitary Commission prior to joining Carollo in 2015. While at WSSC, Ms. James was responsible for development and implementation of asset management planning related to buried water infrastructure (water mains, valves, hydrants, water meters, and service connections). This included tracking the condition and performance of underground assets and the effectiveness of asset management strategies. Ms. James continues to apply advanced asset management strategies to prioritize capital and operating expenses in order to reduce risks associated with aging infrastructure.

Education

MSE Civil Engineering, University of Texas, Austin, 2001

BS Civil Engineering, Stanford University, 1995

Licenses

Civil Engineer, California (85908), Texas (91005)

Professional Engineer, Maryland (32431)

Certification

Stanford Advanced Project Management Certificate (2014)

George Washington University, School of Business Master's Certificate in Government Contracting (2012)

USEPA Advanced Asset Management Training Certificate (2010)

Professional Affiliations

American Water Works Association

Relevant Project Experience

→ Asset management advisor for the City of Santa Paula, California, Asset Management Feasibility Study. Understand the City's existing information systems and business practices for managing assets, and to document areas for improvement through asset management gap analysis interviews. Evaluate various software options to support the goals of asset management. Software solutions include capabilities for computerized maintenance management systems (CMMS), geographic information systems (GIS), decision support systems, and data visualization software tools. The information gathered from the meetings and interviews will be used to present gap analysis results, and to share a preliminary set of software options. City feedback will be incorporated into a draft Asset Management Feasibility Study Report. The report will identify goals for implementing asset management business practices for the City and prioritized implementation focus areas. The report will rank the supporting software options according to criteria such as ease-of-use, scalability, initial and maintenance cost, and fitness to the City's needs. The report will include a proposed implementation schedule for rolling out an asset management program for the City's infrastructure.

→ Asset management advisor for the City of Henderson, Nevada, Lake Las Vegas Lift Station Pump Replacement. The project will replace the existing lift station. Felicia supported the project through the development of a web-based application designed to collect information in the field during construction. The application integrates with the City's Maximo™ CMMS.

→ Project manager and asset management lead for the City of Roseville, California, Barton Road Water Treatment Plant Condition Assessment. The project involves conducting visual assessments of treatment plant assets followed by more detailed, invasive inspection of facilities. The assessment results will be incorporated into an asset management framework to prioritize rehabilitation and replacement needs. The project also includes integrating the asset management results with the City's Maximo® maintenance management system.

→ Asset management lead for the El Dorado Irrigation District, California, Water Treatment Plant Condition Assessments. The project involves a detailed asset inventory review, field condition assessment of four treatment facilities, and treatment process evaluation. A risk-based asset management framework will be developed to prioritize capital improvement projects and operations and maintenance improvement strategies. Results will be aligned with the District's Infor® computerized maintenance management system.

→ Project manager and asset management lead for the Sonoma Water, California, Asset Management Program Development and Implementation. The project goal is to develop an asset management program framework and implementation strategy. The framework will be tested by piloting it on a system of assets. The project involves evaluating computerized maintenance management systems and data visualization software and developing improved data management business practices.

→ Asset management advisor for the City of Chico, California, Strategic Planning and

Felicia James, PE

"As Carollo's Project Manager for the Accelerated Meter Program, we appreciate how Felicia has fostered an integrated team between our staff, Carollo's team and our construction management team. With Carollo's support we've achieved new milestones in our GIS data management for tracking project progress and for updating our record data in better than half the time required."

– Michelle Carrey, City of Sacramento

Sewer Rate Review Support. The project goal is to develop short and long-term needs for the City's Water Pollution Control Plant (WPCP), in order to provide a basis for future sewer rate increases. Supported a multidiscipline condition assessment of existing facilities using Carollo's mobile condition assessment application. Condition results were imported into an asset management risk model to develop prioritized rehabilitation, repair, and replacement options. The project also involves evaluation of future hydraulic and capacity needs at the WPCP with master planned facility upgrades needed for each, analysis of future potential regulatory-driven requirements, planning for facility improvements, and development of a 20-year capital improvement program to implement all recommended upgrades. A staffing evaluation aimed at reviewing current and future staffing needs at the WPCP based on scheduled facility upgrades and improvements was also included.

→ Project manager for the City of Sacramento, California, Accelerated Water Meter Program. The project provides services for management, development, and implementation of the program to install more than 40,000 water service meters and approximately 60 miles of water main replacements or relocations. The accelerated program involves condensing the water service meter installation effort from eight years to four years. Program activities include public outreach, alternative project delivery options, integration with geographic information system, their Cityworks computer maintenance management system, and customer billing system, and rigorous project controls for monitoring the program's progress.

→ Asset management lead for the Contra Costa Water District, California, Treated Water Renewal and Replacement Study (TWRR) and Asset Management Implementation Plan (AMIP). The AMIP includes developing an asset management framework, level of service and risk management, asset register and hierarchy, and five-year roadmap for implementation. The framework integrates the U.S. Environmental Protection Agency's ten-step framework and five core questions with the fundamentals of effective utility management. The TWRR included condition assessment of several reservoirs and pump stations and application of the AMIP recommendations to develop prioritized capital improvement projects.

→ Asset management advisor for the Central Contra Costa Sanitary District, California, Asset Management and Risk Analysis. The project involved creation of a collection system asset management plan and master plans for the District's collection system and treatment plant. The project also included maintenance and capital planning, on-site condition assessments, business process mapping, and development of a risk assessment and prioritization model for the District's collection system using InfoMaster®.

→ Asset management advisor for the City of Henderson, Nevada, Wastewater Treatment Facility Effluent Master Plan. Developed an implementation road map with recommended improvements, implementation schedule, cost estimates, and capital funding requirements for the treatment facilities that incorporates level of service with failure mode risk analyses for prioritization and timing of project recommendations.

→ Engineer for the City of Colton, California, Water and Wastewater System Master Plan Update. The Water System Master Plan (WMP) is part of a larger effort to produce an Integrated Water Master Plan for the City's water and sewer systems. The purpose of the WMP is to update the previous plan and aid the City in planning, development, and financing of water system facilities to provide reliable and enhanced service for existing customers and to serve anticipated land use changes and growth. The WMP considers existing conditions, as well as future plans presented in the City's General Plan.

→ Asset management advisor for the City of Oceanside, California, Utility Efficiency Study. Responsible for advising on study development to optimize the City's operations, maintenance, and capital planning efforts and maintain acceptable service levels while managing the total life-cycle investments of the utility.

Daniel P Baker, PE

Daniel Baker has more than 26 years of experience in business and management consulting for water and wastewater utilities throughout the United States. His education and experience as a professional civil and environmental engineer provides him with the insight to understand his clients' engineering, business, and technology goals. He has managed numerous complex planning and implementation projects for large utilities and municipalities that have drawn on his expertise in a wide range of areas including performance assessments, asset management, operations and maintenance management, information systems, master planning, system optimization, and capital program development.

Education

MS Civil and Environmental Engineering, Massachusetts Institute of Technology, 1997

BS Civil and Environmental Engineering, Villanova University, 1994

BA Honors Program, Villanova University, 1994

Certificate, Certified Construction Documents Technologist (CDT), Construction Specifications Institute

Licenses

Civil Engineer, California, Arizona

Professional Affiliations

American Water Works Association, Information Management and Technology Committee Member

Water Environment Federation, Automation and Information Technology Committee Member

California Water Environment Association, Member

AZ Water Association, Member

Project Management Institute, Member, currently pursuing PMP certification

Relevant Project Experience

→ Project manager for the El Estero Wastewater Treatment Plant Asset Management Support Services for the City of Santa Barbara, California. He led the development and implementation of an asset management program for the El Estero Wastewater Treatment Plant and sewage lift stations including upgrades to the maintenance program, computerized maintenance management system (CMMS) reporting, inventory management, procurement process, and a capital improvement program (CIP) asset renewal plan.

→ Project manager for the Wastewater Enterprise Asset Management Support Services for the San Francisco Public Utilities Commission (SFPUC), California. He provided as-needed support for the SFPUC asset management program for wastewater treatment facilities and collection system including level-of-service (LOS) goals definition, key performance indicator (KPI) reports development, system modifications, and improved data integration utilizing IBM Maximo® and Cognos® Business Intelligence software.

→ Project manager and principal consultant for the Asset Management and GIS Upgrade Project for the Anchorage Water and Wastewater Utility, Alaska. He was responsible for defining requirements for the upgrade and integration of the geographic information system (GIS) and Maximo® computerized maintenance management system (CMMS) including the development of best practices for asset management as related to utility-wide information systems and business processes. He led the development of as-is and to-be business processes for the entire asset life-cycle from planning and budgeting, through construction, operations and maintenance, and asset retirement.

→ Project manager for the Betasso Water Treatment Plant Asset Management Pilot Program for the City of Boulder, Colorado. He led the assessment, planning, and development of a pilot program to integrate the City's computerized maintenance management system (CMMS), AutoCAD design drawings, and asset management databases for the Betasso Water Treatment Plant and other related water facilities.

→ Principal consultant for the Asset Management Program for the City of Scottsdale, Arizona. He assisted with the assessment of linear, belowground assets for the City's water and wastewater facilities. His responsibilities included the planning and design of an asset management system, integrated with the City's existing computerized maintenance management system (CMMS), geographic information system (GIS), and financial and dashboard reporting systems to support the identification, prioritization, and planning for the renewal and replacement and Capital Improvement Program (CIP) projects.

→ Assistant project manager for the Surface Water Treatment Plant (SWTP) Asset Management Program for the City of Chandler, Arizona. He assisted in managing the development of a complete asset management program for the City's SWTP including asset inventory, condition and risk assessment, and capital improvement program (CIP) development to meet future rehabilitation and replacement (R&R) requirements. He also led the configuration and customization of the City's GBA Master Series computerized maintenance man-

agement system (CMMS) to support the overall asset management program.

→ Principal consultant for the Asset Management Implementation Plan, Central Contra Costa Sanitary District, California. Assisted in asset management framework development for standardized condition assessment of CCCSD's treatment and collection system facilities. Also provided recommendations on integration of condition assessment and risk analysis data into CCCSD's GIS and maintenance management systems.

→ Principal consultant for the Miramar Pump Station Condition Assessment for the San Diego County Water Authority, California. The project included mechanical, structural, electrical, and instrumentation condition assessments of the Miramar Pump Station. He developed a renewal decision analysis report that evaluated alternatives for rehabilitation and replacement, conducted a life-cycle cost analysis that compared the alternatives, and provided final recommendations for the Water Authority.

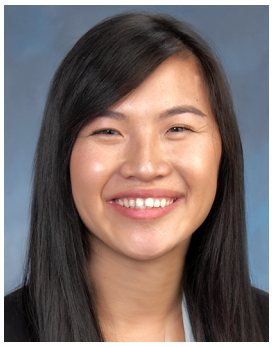
→ Project manager for the Asset Reliability Assessment and Financial Plan Project for the City of Simi Valley, California. He was responsible for development of the overall asset management program for the City's wastewater treatment plant and collection system. The project included complete asset inventory, condition assessment of aboveground assets, geographic information system (GIS)-based analyses of belowground assets, risk-based assessments for probability and consequence of failure, asset valuation, rehabilitation and replacement (R&R) capital improvement program development, and a financial plan including proposed rate adjustments.

→ Principal consultant for the Sanitary Sewer System Planning Project and Asset Management Support for the Port of Oakland, California. The project included assistance with review and update of the management programs for the wastewater collection system including the Sewer System Management Plan (SSMP) and requirements related to the Environmental Protection Agency's Administrative Order for the City and Port of Oakland. He provided support for data improvements and integration of the Port's Oracle® EAM system with geographic information system (GIS) and closed-circuit television (CCTV) inspection programs.

→ Project manager for the Asset Management Plan Project for the Yorba Linda Water District, California. He was responsible for development of the overall asset management program for the District's complete water and sewer assets. The project included complete asset inventory, condition assessment of aboveground assets, geographic information system (GIS)-based analyses of belowground assets, risk assessments for probability and consequence of failure, rehabilitation and replacement (R&R) program development, and funding analyses.

→ Project manager for multiple water and wastewater asset evaluation services projects for East West Utilities, California. He provided overall coordination and development of condition and performance assessments for seawater desalination facilities, wastewater treatment facilities, sewage collection systems, and potable/recycled water distribution systems. He also developed capital and operations and maintenance (O&M) financial models for acquisition and a long-term contracted O&M of the facilities.

→ Project Manager for the Process Integration Study, City of Los Angeles Bureau of Sanitation (LABOS), Los Angeles, California. As project manager, Dan provided support and guidance to the Strategic Management Unit of LABOS in a process integration study. He conducted interviews with a broad segment of staff in order to develop a plan for improving the efficiency and effectiveness of current business processes and provided recommendations for innovative technologies to link LABOS performance to citywide goals and public concerns.



Aimee Zhao

Aimee Zhao joined Carollo in March 2015 as an environmental engineer. Her experience encompasses hydraulic modeling, ArcGIS, capital improvement program planning, and master planning. Additionally, she has experience in creating asset management tracking systems and water sampling programs. Her experience in the water resource environment has provided her with a myriad of duties that have helped her hone her role as a proficient environmental engineer. Her project experience includes:

Education

MS Environmental Engineering, University of California, Irvine, 2014

BS Earth and Environmental Sciences, University of California, Irvine, 2011

Relevant Project Experience

→ Project engineer for on-call water system modeling for the City of Santa Barbara, California. As part of this on-call contract, various modeling studies were conducted related to the new desalination plant. Each study was summarized in separate technical memoranda. Studies completed to date include: 1) Energy Optimization Study for various production scenarios; 2) Extreme Drought Analysis with various supply options; and 3) Transmission Main analysis to serve Montecito Water District.

→ Staff engineer for the recycled water hydraulic modeling study for the City of Santa Barbara, California. The project involved incorporating future customer demands into the existing recycled water hydraulic model in Infowater. Various operational scenarios for the filling of a new potential storage pond and the golf course were evaluated to determine the best operational conditions to decrease pressure fluctuations throughout the system.

→ Staff engineer for the 2019 Water Distribution System Infrastructure Plan for the City of Santa Barbara. This ongoing project includes potable water demand forecasting, Infowater hydraulic model updates, model calibration, supply analysis, outage scenario evaluations.

→ Staff engineer for the hydraulic model development for the City of Pasadena, California. As part of this project, a new hydraulic model was created from GIS by Innovyze. Carollo conducted technical review of the model network and enhanced the model topology and added water system controls based on communications with the City's operations staff. A model calibration plan was prepared and the model will be calibrated for extended period simulation conditions. The model development process will be documented in a report along with a model maintenance manual.

→ Staff engineer for On-Call Hydraulic Modeling Services for the expansion of the Los Angeles International Airport (LAX), California. Various fire flow and domestic water scenarios were analyzed using the Infowater hydraulic model developed by Carollo. The modeling results were used to advise the design team on layout and sizing of pipelines, valve configuration, and residual pressure.

→ Staff engineer for the 2018 Water Master Plan for San Gabriel Valley Water Company Los Angeles Division. The project includes potable water demand forecasting, Infowater hydraulic model updates, model calibration, and supply analysis. In addition, the infrastructure upgrades for the existing and future system were evaluated and included in a capital improvement program (CIP) and report. Project justifications were developed for the near-term CIP and presented as part of the general rate case.

→ Staff engineer for the 2018 Water Master Plan for Fontana Water Company. The project includes potable water demand forecasting, Infowater hydraulic model development and calibration, and supply analysis. Infrastructure upgrades for the existing and future system were evaluated and included in a capital improvement program (CIP) and report. Project justifications were developed for the near-term (4-year) CIP and presented as part of the general rate case.

→ Staff engineer for the 2017 Integrated Master Plan for the City of Banning, California. The project includes and integrated approach to potable water, wastewater, and recycled water demand/flow forecasting, Infowater hydraulic model updates and model calibration for the potable water and wastewater systems, hydraulic model crea-

tion for the recycled water systems, and supply analysis. In addition, the infrastructure upgrades for the existing and future systems were evaluated for each system and included in an integrated capital improvement program (CIP) and report.

→ Staff engineer for the Water and Recycled Water Master plan for UC Irvine, California. The project includes the creation of water system and recycled water system models, as well as a blueprint for additional facilities for UC Irvine to handle their projected growth and development on campus. This is the first water and recycled water master plan for UC Irvine.

→ Staff engineer for the 2016 Water Master Plan for Cucamonga Valley Water District, California. This ongoing project includes potable water demand forecasting, Infowater hydraulic model updates, hydraulic model calibration using SCADA, and development of customer specific diurnals. In addition, the infrastructure upgrades for the existing and future systems will be evaluated and the findings will be combined in a capital improvement program (CIP) and water master plan report.

→ Staff engineer for the 2016 Water Master Plan for the City of Glendale, California. This project includes potable and recycled water demand forecasting, water supply analysis, hydraulic model updates for the water and recycled water systems using H_2OMap. In addition, the infrastructure upgrades for the existing and future systems, including fire flow capacity upgrades, were evaluated. The findings were combined in a capital improvement program (CIP) and water master plan report.

→ Staff engineer for the 2016 Water Master Plan for the City of Colton, California. This project included water demand forecasting, hydraulic model development and EPS calibration using field fire flow testing. Existing and future system analysis was conducted to develop a capital improvement program (CIP) including a rehabilitation and replacement program. The findings were presented in a comprehensive water master plan report.

→ Staff engineer for the 2015 Urban Water Management Plan for the City of Big Bear Lake Water Department, California.

→ Staff engineer for the 2016 Recycled Water Master Plan for Moulton Niguel Water District, California. This project includes recycled water demand forecasting, modeling, and alignment alternatives analysis to evaluate the most cost-effective system expansions. In addition, a turf replacement analysis tool was developed and a field condition assessment of existing recycled water system facilities was conducted. Ms. Zhao was responsible for the recycled water customer market assessment, purple pipe expansion analysis in GIS, and the development of the turf removal tool and analysis.

→ Staff engineer for the Water Element of the Utilities Infrastructure Master Plan for Los Angeles International Airport (LAX), California. The UIP included analyzing future water demand projections based on passenger counts. As part of this effort, As-Builts were utilized to update the existing LAX hydraulic model. Alternatives were then developed in the model to analyze existing and future water and fire water system deficiencies. Improvement projects were then prioritized into a phased CIP within the UIP.

→ Assistant engineer for various tasks for the Orange County Sanitation District, California. Tasks included:

- Organized and input CCTV data to identify problematic areas in collections system.
- Assisted in the management of routine collection system cleaning, schedule, and data.
- Coordinated with other departments to establish a procedure to close out maintenance projects. Successfully worked with several project managers to close out completed projects.

Caroline G Russell, PhD, PE, BCEE

Dr. Caroline Russell has 20 years of experience addressing drinking water supply and treatment challenges for water systems across the United States. She has led treatment alternative evaluations and regulatory assessment and compliance studies for both surface and groundwater treatment plants. Caroline has also supported over a dozen water systems in addressing distribution system water quality challenges, including pipe corrosion, taste and odor concerns, nitrification, and disinfection by-product formation. Her previous experience working for the Texas Commission on Environmental Quality and the US Environmental Protection Agency has provided her with a strong regulatory background.

Education

PhD Civil Engineering, University of Texas at Austin, 2003

MSE Environmental and Water Resources Engineering, University of Texas at Austin, 1999

BSE Civil Engineering, Duke University, 1996

Licenses

Professional Engineer, Texas

Professional Affiliations

American Water Works Association

- Inorganic Contaminants Research Committee, Chair
- Disinfection Technical Advisory Workgroup, Invited Member

Texas Section American Water Works Association, Member

- Water Science & Research Division Committee

WateReuse Texas

Certifications

Board Certified Environmental Engineer, 2013

Water Quality/Regulatory

→ Task lead for the Advanced Water Purification Facility Technical Evaluations and Preliminary Design, El Paso Water, Texas. Evaluated options to stabilize the purified water to meet TCEQ requirements for corrosivity indices and to minimize disruption of scales in the City's distribution system pipes. Coordinated with TCEQ on feasibility of implementing an open platform membrane system for the membrane filtration step, organized achieving 6-log virus inactivation through the UV advanced oxidation process, and provided next steps for 210 authorization and TPDES permitting for the facility. Additional project responsibilities were developing design criteria for chlorine disinfection.

→ Lead engineer for the Process Treatment Recommendations Resulting from October 2018 Flood Event, City of Austin, Texas. Provided onsite support to City process engineers and water treatment plant operators during a flood event that led to a week-long boil water notice. For two weeks at the City's largest water treatment plant, conducted jar tests, evaluated full-scale plant performance, and made recommendations on operational adjustments to improve water treatment plant operations. Prepared a flood event report documenting observed water quality and treatment challenges during the flood. After the flood, conducted tests on banked water to identify recommended improvements for the City to implement when responding to an extreme raw water quality event in the future.

→ Task lead for the Surface Water Treatment Plant Pilot Testing, City of Pearland, Texas. Trained the project team to conduct a flavor profile analysis (FPA) following Standard Methods 2170. Additional responsibilities included leading FPA panels and a workshop with City staff to evaluate the taste and odor characteristics of pilot-treated surface water with and without granular activated carbon treatment relative to current supplies. The results of the FPA were used to support the City's decision whether to include granular activated carbon contactors as part of the design for the new surface water treatment plant.

→ Task lead for the Water Delivery Comprehensive System Assessment and Update, Dallas Water Utilities (DWU), Texas. Led an evaluation of recommended operational improvements for water quality and regulatory compliance for DWU's distribution system. Involved in assessing year-to-year, seasonal, and geographic trends in chlorine residuals, customer complaint, and nitrification data. Also performed an evaluation on the impact of water treatment plant improvements (conversion to biological filtration), booster chlorination, and flushing operations on distribution system water quality.

→ Project manager for the Corrosion Control Study, City of Conroe, Texas. The purpose of the study was to meet the Lead and Copper Rule and Texas Commission on Environmental Quality (TCEQ) requirements for systems serving more than 50,000 people. Coordinated with TCEQ to address compliance requirements based on system size, use of a blended ortho-polyphosphate corrosion inhibitor, and integration of new wells to augment current surface water and groundwater supplies.

→ Lead engineer for the Lead and Copper and Water Quality Monitoring and Reporting Assistance, Laguna Madre Water District,

Awards

American Water Works Association Management & Leadership Division Best Paper Award, 2018

American Water Works Association Opflow Publication Award, 2018

Texas. Developed a sampling plan to meet TCEQ requirements for quarterly monitoring of Water Quality Parameters (WQP) and bi-annual lead and copper monitoring. Project tasks also included leading an evaluation of the corrosivity of the water based on WQP data and developed a report as required by TCEQ to document the first quarter WQP results, discuss the corrosivity of the water, and present the first round of lead and copper data.

→ Project manager for the Alternative Capacity Requirements and WaterGEMS Model Update, City of Baytown, Texas. The project included calibration and update to the City's WaterGEMS model. Model simulations were conducted to assess whether the City can meet minimum pressure requirements under current and future conditions. Responsibilities included developing the updated request to submit to TCEQ for the City to meet alternative capacity requirements based on historical demands and evaluating the water treatment plant expansion schedule based on the updated alternative capacity requirements.

→ Technical advisor for the One Water 2100 Water Master Plan, Tucson Water, Arizona. Provided direction on modeling and data analysis to evaluate the impact of future water supply and treatment scenarios on distribution system stability. Contributed input on future regulations that warrant consideration for continued regulatory compliance, including for per- and polyfluoroalkyl substances (PFAS), perchlorate, disinfection byproduct, and lead and copper.

→ Lead engineer for the Golden Incoming Water Engineering Study, Miller Coors, Wisconsin. Project duties involved leading an evaluation of source water quality, treatment, and corrosivity of water supplied to meet potable water and production needs at the Golden Brewery. Additional duties consisted of reviewing the compatibility of pipes used at the brewery with incoming water quality, identifying likely sources of corrosion at different locations within the brewery, and providing recommended solutions.

→ Lead engineer for the Orange Mill Public Water Supply, International Paper, Texas. Contributed to the project by reviewing plans and specifications for a hexametaphosphate chemical feed and storage system. Also led the compilation and submittal of design documents for TCEQ Plan Review, which was subsequently approved by TCEQ.

→ Task lead for the Benbrook Lake Pump Station Application of Copper Ion for Invasive Mussel Control, Tarrant Regional Water District (TRWD), Texas. Conducted an initial feasibility study to assess permitting requirements and the efficacy of implementing copper addition to prevent zebra mussel attachment within the 30+ miles of pipelines that provide water from Benbrook Lake Pump Station to TRWD customers in North Central Texas. Additional project tasks consisted of leading two five-month demonstration tests to assess and compare the performance of two different copper ion technologies and updating cost opinions to implement copper treatment based on pilot test results.

→ Co-principal investigator for the Water Research Foundation Project #4669 – Biological Filtration: NDMA Control or Source of Precursors, Colorado. Provided technical direction on all phases of the research, including bench-scale and pilot testing, and full-scale sampling. Responsible for co-leading full-scale sampling at 14 utilities and pilot testing conducted at one utility. Performed round robin bench testing plan focused on elucidating the role of source water and filtration media and its biological community on NDMA formation/removal across biological filters.

→ Co-principal investigator for the Water Research Foundation Project #4916 – Impact of Prechlorination and Granular Activated Carbon on Disinfection Byproduct Formation and Overall Toxicity in Drinking Water, Colorado. Directed pilot tests and full-scale sampling to assess the impact of granular activated carbon with and without prechlorination on disinfection byproduct formation and toxicity.

SITESPACIFIC, INC.
LAND USE PLANNING AND PERMITTING SERVICES

Hollee King Winegar, MPA, AICP
805-901-2261
hollee@sitespacificplanning.com

SitesPacific, Inc. was started in 2008 and is certified as a Women Business Enterprise (WBE) and a Woman-Owned Small Business (WOSB). Ms. Winegar is a Professional Land Use Planner and Project Manager with over 30 years of experience in both the public and private sectors. Public agency planner for 15 years with five public agencies. Private consultant for 15 years providing land use planning consultations and permitting services for developers, homeowners, and corporations as well as providing current and long-range land use planning services to government agencies such as cities, counties, regional agencies, and school districts.

EXPERIENCE

President/Land Use Consultant/Project Manager — **SitesPacific, Inc.**
February 2008 to Present — **Ventura, CA**

- Provide planning and project management for public agencies, quasi-jurisdictional agencies such as school districts and port districts and non-profit organizations. Expertise includes project management of large development projects, institutional development projects, ordinance amendments, general plan updates, policy analysis, annexation proposals, preparation of environmental review documents, regulatory permitting, public works projects, port district projects, hospital district projects, whole agency projects, preparing grant proposals, and providing facilitation/public outreach. Provide facilitation, workshops, and community outreach support for controversial projects, such as new schools, road improvements, restoration repair projects, and other public agency projects. Prepare and project manage Grant and Award applications for public agencies. Provide permitting services and secure regulatory permits and authorizations from local, regional, state, and federal agencies.

- Provide planning, land use consulting and permitting services to developers, residential and commercial clients. Provide include land use planning consultation, permit expediting and processing, agency negotiations and advocacy, and public hearing support. Manage projects individually with the developer, homeowner, or corporate client or work with a team such as with architectural, engineering, real estate, and legal professionals on large and complex projects. Assist clients with discretionary case projects and approvals such as Planned Developments, Conditional Use Permits, Special Use Permits, Coastal Development Permits, General Plan Amendments, Zone Changes, and Subdivisions. Hearing support has included presentations to Planning Commissions, City Councils, Board of Supervisors, Design Review committees, Historical Preservation committees, and other agency commissions and boards.

- Perform due diligence for projects, including research of site, related documents, and relevant regulations. Perform site selection and site analysis for proposed projects.

- Project manager for CEQA and NEPA projects; Preparation of Focused EIR's MND's, CE's, and FONSI's. Provide services for completing State and Federal agency environmental packages and applications. Provide CEQA Peer Review for MND's and EIR's.

- Provide training and support to professional planners and project managers.

Planning Manager — **City of Moorpark**
October 2018 to March 2019 — **Moorpark, CA**

Stantec — **Senior Project Manager**
October 2012 to September 2018 — **Camarillo, CA**

Planning Services Director — **Civic Solutions, Inc.**
October 2004 to February 2008 — **Ventura, CA**

Deputy Executive Officer — **Ventura Local Agency Formation Commission (LAFCo)**
October 1999 to October 2004 — **Ventura, CA**

Senior Planner — **City of Oxnard**
July 1999 to October 1999 — **Oxnard, CA**

Planner III — **County of Santa Barbara**
January 1994 to July 1999 — **Santa Barbara, CA**

Environmental Planner — **San Joaquin Valley Unified APCD**
January 1993 to January 1994 — **Fresno, CA**

EDUCATION

- Master of Public Administration (MPA); Leadership and Public Sector Management
  California State University, Northridge
- Bachelor of Science – Environmental Management; Emphasis in Public Policy
  University of California, Davis

CERTIFICATIONS

- American Institute of Certified Planners, #018076 (2002)
- Women Business Enterprise (WBE); Certified 11/23/2020

PROFESSIONAL AFFILIATIONS

- American Planning Association
- American Institute of Certified Planners
- American Public Works Association, Member
- Served as a Presenter and Guest Lecturer at UC Santa Barbara, UC Irvine, CalPoly San Luis Obispo, and APACA Conferences
- LinkedIn: https://www.linkedin.com/in/holleekingwinegar/

SKILLS

- Knowledge of all Microsoft programs; Word, Excel, Powerpoint, Access, etc.
- Oracle Accounting Software
- Permits Plus, Accela, and similar systems.
- GIS Systems such as ESRI and ArcView

Jeffrey J Mosher

Jeff Mosher has 29 years of experience serving public and private-sector clients in the planning and implementation of water, wastewater, and recycled water treatment systems. He serves as Carollo's Chief Technologist for Water Reuse. He is a nationally recognized expert in alternative water supplies. His experience spans technical, scientific, engineering, regulatory, and policy topics. He has broad experience in working with utilities in planning, permitting, and implementing projects, and has extensive experience in project management. Mr. Mosher has managed over 15 independent advisory panels reviewing alternative water supply projects, including groundwater recharge projects and potable reuse projects. He has also been involved in the regulatory review and/or development of potable reuse, including groundwater recharge projects, in California, Nevada, Washington, and Florida.

Education

MS Civil and Environmental Engineering, George Washington University, 1996

BS Chemistry, College of William and Mary, 1985

Professional Affiliations

Water Environment Foundation Disinfection and Public Health Committee

Water Environment Foundation Water Reuse Committee

AWWA Water Reuse Committee

International Water Association Water Reuse Specialty Group

Relevant Project Experience

→ Project manager for Outreach and Communications for the DC Tillman Groundwater Replenishment Project. This project for the Los Angeles Bureau of Sanitation (LA SAN) and Los Angeles Department of Water and Power (LADWP), California, involves the planning and conducting focus groups and a phone survey with the City of Los Angeles to develop messages and a communication plan for the DC Tillman Groundwater Replenishment Project.

→ Extensive experience in the development, permitting, and implementation of potable recycled water projects in California. Specific experience in collaboration with utilities and regulators (i.e., California State Water Board's Division of Drinking Water) on compliance and permitting of projects under draft and final recycled water regulations.

→ Supported the Division of Drinking Water in the development of new regulations for both indirect potable reuse and direct potable reuse.

→ Provided support on potable reuse projects with Orange County Water District, City of San Diego, Los Angeles Department of Water and Power, City of Santa Barbara, Padre Dam Municipal Water District, Santa Clara Valley Water District, and Soquel Creek Water District.

→ Assisted state agencies in Arizona, New Mexico, Nevada, Colorado, and Florida in the development of guidelines and/or regulations for potable reuse, including direct potable Reuse.

→ Outside California, supported potable reuse projects in Tucson (Arizona), Reno (Nevada), Cloudcroft (New Mexico), El Paso (Texas), and Olympia (Washington), and Virginia.

→ Project manager for the Water Research Foundation and WateReuse Florida, managing a year-long stakeholder effort to develop a potable reuse science and technology based guidance document that will inform the development of potable reuse regulations and the implementation of potable reuse projects in Florida, including the review of groundwater recharge criteria and the assignment of log reduction credits for pathogens. The project involves planning, organizing, and facilitating public meetings with stakeholders addressing the topics and elements of a direct potable reuse regulation.

→ Over 12 years of experience in planning, facilitating, and managing independent advisory panels and expert panels for water utilities, water districts, county governments, and state agencies on a variety of projects, including projects on recycled water (particularly potable reuse), drinking water, wastewater, desalination, and water resources. The panels addressed a wide range of topics, including feasibility, unit treatment processes and treatment train evaluation, water quality, public health, design, construction, operations, permitting, regulatory compliance, and outreach. The panels were predominantly for California projects, but panels were also conducted for projects in Washington State, Arizona, Nevada, Texas, New Mexico, and Virginia.

Awards

WateReuse Person of the Year, WateReuse Association, 2017

Water Environment Federation President's Award, 2016

American Membrane Technology Association (AMTA) Member of the Year, 2015

Jeffrey J Mosher

→ Project manager for the Water Research Foundation facilitated the Northern Nevada Indirect Potable Reuse Feasibility Study Panel (2017). Managed and facilitated an independent advisory panel for an indirect potable reuse (IPR) project sponsored by Washoe County, Nevada, and Tumwater Municipal Water District. The panel meeting involved project partners, regulators, and other stakeholders. Specific topics included treatment, water quality, monitoring, and the role of groundwater in pathogen attenuation and the assignment of log reductions credits.

→ For over 10 years, project manager for an NWRI expert panel for an Expert Panel for the Groundwater Replenishment System (GWRS), which was tasked with reviewing the water quality, technology, and operations for an indirect potable reuse project. The panel assessed the impacts on the influent and effluent water quality, the impacts on operations and any potential impacts on public health. The panel's recommendations were used to modify operations and plan for two expansion projects.

→ On behalf of the California State Water Resources Control Board (SWB), project manager for 2-year high-visibility effort involving the facilitation of an expert panel and a stakeholder group. Facilitated 12 meetings of an Expert Panel addressing the feasibly of criteria for direct potable reuse (DPR), which was mandated by the California legislature; and facilitated 11 public meetings of an advisory group of stakeholders to provide recommendations to the SWB on DPR.

→ Project advisor for the City of Oxnard, California, groundwater recharge with recycled water project involving Aquiver Storage and Recovery (ASR) wells. Led the response to the State Water Board's Division of Drinking Water permit requirements addressing treatment, monitoring, reporting, compliance, and related topics.

→ In support of the National Water Research Institute's Independent Advisory Panel program, participated in the independent advisory panel efforts for:

- The City of San Diego's Pure Water surface water augmentations program,
- The California State Water Board's expert panel on the use of Title 22 Water for consumption by domestic farm animals, and
- Hampton Roads Water District's (VA) Sustainable Water Initiative for Tomorrows (SWIFT).

→ Project manager for a project to develop of a direct potable reuse guidelines document for AZ Water and WateReuse Arizona. The report was based on two stakeholder workshops and was used to modify water reuse regulations in Arizona and will serve as a resource document for utilities in Arizona. One of the facilitated workshops was held with utilities only and the second workshop was held as an open session as at a state-wide conference to ensure a wider audience of utilities, regulators, and other stakeholders.

→ Project manager for a WateReuse Foundation project to develop a National Water Reuse Database of water reuse projects across the United States. The project involved the development and implementation of a national survey of water and wastewater agencies and the development of a searchable database of the results. The database is administered by the WateReuse Association.

→ Over a 15-year timespan, managed over 60 research projects addressing potable reuse topics addressing: regulations, water quality, advanced treatment technologies, membranes, advanced oxidation processes, pathogen removal, chemical control, public outreach, education, and acceptance.

→ Secured a $4.5 million grant from the California State Water Resources Control Board for recycled water research. The grant will address direct potable ruse research needs to establish regulations in California and will address knowledge gaps in technical, operational, and implementation aspects of potable reuse.

Andrew T Salveson, PE

Andrew Salveson has 25 years of environmental consulting experience and currently serves as Carollo's water reuse practice director. Andy has been working on potable reuse projects since 1998. In that time, he and his projects have received two CWEA research achievement awards, one national WateReuse Innovation award, an International Water Association Innovation award, and an ASCE award of excellence. He was also honored with the 2007 WateReuse Person of the Year award. Andy is a proud contributor to NWRI, WHO, and WRF expert potable reuse regulatory panels in California, Nevada, New Mexico, and Colorado, as well as international (WHO & Israel) and national (NWRI) efforts.

Education

MS Water and Wastewater Engineering, University of California, Davis, 1994

BS Civil Engineering, San Jose State University, San Jose, California, 1993

Licenses

Civil Engineer, California, New Mexico

Professional Engineer, Texas

Professional Affiliations

Water Environment Foundation

- Disinfection and Public Health Committee
- Water Reuse Committee
- Technical Practice Committee

Relevant Project Experience

→ Project engineer for the City of Oxnard, California, Recycled Water Retrofit Program. A main component of this program was a Potable Water Reuse Engineering Report, leading to the potable water reuse permit with the State of California Regional Water Quality Control Board and the Division of Drinking Water. This engineering report contains several critical subcomponents:

- Use of aquifer storage and recover (ASR) wells for recharge and extraction of purified water.
- Use of advanced purification facilities--microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) advanced oxidation process (AOP)--to meet all regulated levels for water quality, pathogen log reduction, and advanced oxidation.
- Documentation of treatment system startup results for removal of regulated and unregulated chemicals and pathogens.
- Development of an Enhanced Source Control Program for potable water reuse.

→ Regulatory and process engineer for the UV/AOP pilot testing and process engineer for UV/AOP design for the Terminal Island Advanced Water Purification Facility Ultimate Expansion Design-Build project for the Los Angeles Bureau of Engineering, California. Carollo is the design lead and engineer of record on this significant design-build effort to increase the advanced water purification (AWP) treatment of water from 6 to 12 mgd. The new water will be used for potable water reuse. The expansion project delivers the treated water to additional identified areas throughout Los Angeles and is used for groundwater recharge. The reclaimed water will decrease the demand for potable water imported/provided by the LA Department of Water and Power. The expansion includes additional MF and RO systems, an AOP system, and upgrades to the existing pumping systems, chemical addition system, auxiliary systems, and utilities. The AOP system, using UV irradiation and sodium hypochlorite (NaOCl), will replace the existing disinfection system, providing destruction of NDMA, creating hydroxyl radicals for advanced oxidation of trace pollutants, and providing a robust pathogen barrier for 99.9999% reduction of virus and protozoa. The design of the UV advanced oxidation process was based upon extensive pilot-scale work led by Carollo Engineers.

→ Regulatory and process engineer for the El Paso Water Direct, Texas, Potable Reuse predesign. This project represents the first "Direct to Distribution" potable water reuse system in the United States, and the second such system globally. Robust multiple barriers of treatment coupled with precise and accurate online monitoring and engineered storage allow for reliable production of high quality water.

→ Assistant project manager, process, and regulatory engineer for the Las Virgenes Triunfo Joint Powers Authority Pure Water Demonstration Project. Looking to a future with surface water augmentation for potable reuse, Las Virgenes hired Carollo to design, permit, operate, and provide public engagement for a permanent 100-gpm demonstration facility. Work also included

Andrew T Salveson, PE

Awards

2019 California Water Environment Association Research Achievement Award

2018 International Water Association Project Innovation Award

2017 WateReuse Association Innovative Project of the Year

2016 WEF Leadership Award

2015 Carollo Innovation Award

2007 WateReuse Person of the Year, WateReuse Association

1999 California Water Environment Association Research Achievement Award

architectural services (through project partners), and construction support, startup, and training services.

→ Regulatory and process engineer for the planning of potable reuse for the Zone 7 Water District, California. This effort, a collective project with DSRSD, Livermore, Pleasanton, Cal Water, and Zone 7 is looking for the most cost effective method for a regional potable water reuse program in the "Tri-Valley".

→ Process and regulatory engineer for the City of Morro Bay, California, owner's advisory and permitting services. Morro Bay is implementing a 1-mgd indirect potable reuse (IPR) system to secure a sustainable water future while upgrading and relocating critical wastewater infrastructure. Carollo's role is to oversee the AWPF DB team comprised of 10 firms, address surrounding infrastructure and groundwater issues, and permit the future potable reuse facility. The $126 million project includes construction of a new 1.0-mgd membrane bioreactor, collection system improvements, injection wells for groundwater augmentation, and an IPR system, making it the first MBR/RO/UV AOP system in California.

→ Process and regulatory engineer for the Central Coast Blue Pilot Testing and Predesign for the City of Pismo Beach and South San Luis Obispo County Sanitation District, California. As a result of recent droughts, Pismo Beach and the SSLOCSD, along with the cities of Grover Beach and Arroyo Grande, and the Oceano Community Services District, initiated this 1-mgd indirect potable reuse project. Its goal is to improve the reliability of the community water supply by capturing wastewater flows from two local WWTPs, purifying the water, and injecting it into the groundwater basin. Carollo is working with a regional partner (WSC) to develop the project, including treatment systems, infrastructure, and regulatory components. Andy's efforts have focused on the design, startup, and testing of a 12+ month demonstration system; assistance with education and outreach, and developing a PDR—all of which have significantly advanced the AWPF process design and equipment preferences for this effort.

→ Technical advisor for the Treasure Island Recycled Water Plant Expansion, San Francisco Public Utilities Commission, California. Carollo was retained to address aging infrastructure, ensure regulatory compliance and to satisfy wastewater and recycled water needs for future development.

→ Disinfection engineer for the Collier County, Florida, Northeast Water Reclamation Facility and Water Treatment Plant Design project. This project involved facility planning; new co-located water and wastewater facilities; brackish groundwater RO treatment; public access reuse quality; state-of-the-art I&C to maximize reliability; design of a 10-mgd brackish RO WTP; energy recovery devices; and increased efficiency by providing newer technology on control systems.

→ Process and regulatory engineer for the Mel Leong Industrial and Advanced Water Treatment Plant Upgrades progressive design-build project for the San Francisco International Airport, California. This $63 million project replaces industrial wastewater treatment facilities and adds a new advanced water treatment facility. New treatment processes include dissolved air flotation, pre-ozonation, and biologically active filters. Looking to a future of purified water, the project features UF, RO, and UV AOP.

→ Testing, monitoring, and permitting for the Hyperion Reuse TOS SN-53 Program Management Services Project, Los Angeles Sanitation and Environment (LASAN), California. The project included program management support to develop the required for permitting MBR as pretreatment to reverse osmosis and other processes at the Hyperion WRP Advanced Water Facilities which distributes 235 mgd of treated water to the City of Los Angeles and other regional systems. Project management included contract development support, preparation of a Basis of Design Report, coordination with site-development, equipment prequalification, outreach, and engineering services during the Progressive Design-Build.

Resume

HOPKINS
GROUNDWATER
CONSULTANTS

Curtis J. Hopkins

Principal Hydrogeologist

EDUCATION:

B.A. Geological Sciences, University of California Santa Barbara, 1986
Credential in Ground Water Science, Ohio State University, National Water Well Association, 1991

QUALIFICATIONS:

Professional Geologist, California No. 5695
Certified Engineering Geologist, California No. EG1800
Certified Hydrogeologist, California No. HG 114

EXPERIENCE:

Mr. Hopkins has over 30 years of experience as the manager and/or lead investigator of groundwater development projects. These projects include groundwater basin resource availability and management studies, artificial recharge and recovery programs, brackish and saline groundwater supply development studies for desalination projects, and forensic groundwater studies utilizing isotope geochemistry and surface geophysical methods. Mr. Hopkins' technical experience has focused on constructing groundwater models, providing well design and well construction specifications for public bid, and directing construction management for numerous production and injection well projects. His work throughout central and southern California has included hydrogeologic study in coastal areas where seawater intrusion into aquifer systems is a significant concern and impacts of groundwater extractions and/or the design of abatement programs must be considered.

Mr. Hopkins has served as an expert witness and provided technical support for cases involving well construction disputes, impacts from groundwater pumping, groundwater management, water quality impacts, and water rights issues. He has provided responsible hydrogeologic services for numerous water resource projects that include groundwater development and monitoring programs, and basin safe yield studies in both fractured bedrock and sedimentary basin aquifer systems. He has extensive experience in conducting aquifer tests and performing data analysis to determine aquifer parameters and groundwater supply availability. Mr. Hopkins' has considerable experience evaluating well performance and the suitability of rehabilitation and/or redevelopment options to cost effectively repair or increase production in aging wells.

While Hopkins is not a large international corporation, we provide specific professional services that have proven complementary to the efforts of other professional disciplines that serve our municipal clients, and specifically, the City of Oxnard.

PROJECT EXPERIENCE

- **City of Oxnard Groundwater Regulatory Issues**, Since 1991, Mr. Hopkins has been providing support services to the City in response to ordinance provisions implemented by the FCGMA that restrict the ability to use local groundwater as a supply. During this time period, Mr. Hopkins worked directly with City Water Division staff who were under the supervision of Water Superintendents or Water Resources Managers that included: Mr. Joe Yurko, Mr. Buddy Valenzerina, Mr. Ben Wong, Mr. Richard Eccles, Mr. Ken Ortega, Mr. Anthony Emmert, and at present Mr. Omar Castro. To date Mr. Hopkins has been successful at transferring over 9,000 AFY of allocation to the City for its annual use as a result of land use conversions within its water service boundary. Between 2016 and 2020, Mr. Hopkins was an active

Curtis J. Hopkins
Principal Hydrogeologist

participant on behalf of the 5-Cities Stakeholders in the FCGMA Technical Advisory Group, which was tasked with oversight of the Groundwater Sustainability Plan that developed groundwater management strategies to achieve groundwater sustainability within the FCGMA boundaries.

- **City of Oxnard Groundwater Planning Studies.** Mr. Hopkins contributed to the City Recycled Water Master Plan by evaluating the Aquifer Storage and Recovery Project Alternatives. Planning studies included well siting evaluations for the City GREAT Program Groundwater Replenishment Reuse Project for Fully Advanced Treatment Recycled Water which led to the selection of the Campus Park wellfield location.

- **City of Oxnard Groundwater Production Facilities.** Mr. Hopkins has constructed numerous well facilities for the City including the Blending Station No. 3 Well Site Relocation Project. Mr. Hopkins specified well designs and construction methods and procedures for numerous City wells including Well Nos. 26, 27, 28, 29, 30, 31, and the Campus Park ASR Well No. 1. Mr. Hopkins has also assisted the City with numerous well rehabilitation projects to restore well production and return the municipal supply wells back to service.

- **City of Oxnard Emergency Aquifer Storage and Recovery Project**. Mr. Hopkins worked with City staff to permit and implement groundwater storage for the City in 2011 during the Rice Avenue 101 Freeway Overpass improvement project that interrupted the Calleguas Muniticipal Water District supply to Blending Station No. 3. The emergency project stored 1,200 acre-feet of high quality water for subsequent production during supply outage.

TECHNICAL ADVISORY GROUPS

Antelope Valley Well Specifications Technical Advisory Committee, Los Angeles County Department of Public Works, Waterworks Division, Lancaster California. Provided professional advice on the technical aspects of the County well construction specifications being used in the Antelope Valley. Meetings were conducted between February and May 2008.

Fox Canyon Groundwater Management Agency, Technical Advisory Group, Ventura, California. Provided professional, review, analysis, and advice on the technical issues related to ongoing groundwater management agency strategies to achieve groundwater basin management objectives (2008 to 2010). Provided professional, review, analysis, and advice on the technical issues and documents generated for the FCGMA groundwater sustainability plan (2016 to 2020).

PROFESSIONAL AFFILIATIONS:

American Public Works Association
American Water Works Association
Association of California Water Agencies
Association of Ground Water Scientists and Engineers
Association of Water Agencies of Ventura County
California Groundwater Association, Technical Division
Coast Geologic Society
Groundwater Resources Association of California

R. David G. Pyne, P.E.

President, ASR Systems LLC

Education

- B.S., Civil Engineering, Duke University, 1966
- M.S., Civil Engineering, University of Florida, 1967
- Ph.D. studies (incomplete) in Water Resources, University of Florida, 1967 to 1969

Professional Registrations

Professional Engineer: Florida (No. 16085); Texas (No. 91405); South Carolina (No. 22425); North Carolina (No. 029100); Georgia (No. 034384)

Distinguishing Qualifications

- City of Oxnard ASR well equipping and wellhead facilities design, 2019 to 2020, including assistance with regulatory agency coordination.
- Awarded 2018 Herman Bouwer Award by Groundwater Resources Association of California and Arizona Hydrological Society.
- Pioneer in the development of the Aquifer Storage Recovery (ASR) concept for water storage in wells in fresh, brackish, and seawater aquifers
- Author of the first book published on ASR: *Aquifer Storage Recovery: A Guide to Groundwater Recharge Through Wells, 2nd Edition* (2006), 608p. Also the first edition in 1995
- Over 40 years of water resources engineering experience.
- ASR consultant services for City of Roseville; City of Woodland; City of Yuba City; Westlands Water District; California American Water for the Seaside Groundwater Basin, Monterey; Metropolitan Water District of Southern California; Calleguas Municipal Water District; City of Oxnard; Sonoma County Water Agency; Squaw Valley Public Service District, and many other clients in Oregon, Arizona, New Mexico, nationwide and overseas.
- Direction or significant technical input during development of aquifer storage recovery (ASR) wellfields and recharge wellfields for almost half of the approximately 140 such wellfields in the United States, providing seasonal and drought water storage underground to achieve sustainable and reliable water supplies.
- Technical support for ASR wellfield development in Canada, England, The Netherlands, India, Namibia, South Korea, Kuwait, Saudi Arabia, Qatar, United Arab Emirates, China, Taiwan, the Bahamas, St Kitts and other locations in the Caribbean.
- Direction or substantial technical involvement during the development of numerous water supply and aquifer recharge master plans
- Management of American Consulting Engineers Council (ACEC) National Engineering Excellence Competition award-winning ASR projects in Manatee County, Florida; Kerrville, Texas; Oak Creek, Wisconsin, and Woodland, California, reflecting the significance of these projects for achievement of cost-effective, sustainable water supplies.
- Instructor (for ASCE and NGWA) for one-day and two-day courses on MAR nationwide, 1994 to about 2007, with Dr Herman Bouwer and later with Daniel B. Stephens.
- Webmaster for www.asrforum.com, a source of ASR information attracting global attention

- Chief Executive Officer for Etowah Water Bank, Georgia (www.etowahwaterbank.com), a proposed system of underground water storage reservoirs (ASR wellfields) that would help to resolve the tri-state water wars between Florida, Georgia and Alabama at relatively low cost.

Professional Summary

David Pyne is recognized as the pioneer and leader of ASR technology, having coined the term "aquifer storage recovery" in 1982 and developing this technology in Florida, elsewhere in the United States, and overseas during the past 40 years. ASR applications include subsurface storage of water through wells in fresh, brackish, or seawater aquifers to meet seasonal, long-term, or emergency demands; to achieve sustainable water supplies through underground storage in confined and unconfined aquifers, and more than 25 other applications. The identical technology is also utilized for recharge wells and for injection wells for which the primary purpose is aquifer recharge. Only the permitting process and mode of operations is different.

Mr. Pyne successfully established ASR Systems LLC during 2001 to provide water resources and ASR systems consulting services to clients nationwide and in other countries. He has provided consultant assistance to the World Bank, International Atomic Energy Agency, UNESCO and USAID.

His engineering responsibilities have included water resources and hydrogeologic investigations, design of wells, wellfields and related wellhead and pipeline facilities; construction services, startup and operational assistance, and permitting. His technical expertise encompasses groundwater hydrology, surface water hydrology, water quality, hazardous wastes, water supply and wastewater systems planning, stormwater management, environmental studies, deep injection wells, bank filtration and aquifer recharge. He has served as an expert witness in numerous legal and administrative hearings in the areas of hydrology, hydrogeology, and water resources engineering.

He has provided guidance during development of ASR regulatory frameworks in California, Florida, Wisconsin, Iowa, North Carolina, South Carolina, Georgia, New Jersey, Texas, New Mexico, Utah, Oregon, Washington and other states, and at the federal Environmental Protection Agency, regarding the development and implementation of rules governing ASR system development and operation. He has developed a suggested model ASR regulatory framework, based on regulatory experience in many states, each of which is addressing common issues in ways tailored to the unique needs of each state.

He previously provided 30 years of civil and water resources engineering services with CH2M HILL, including serving as firmwide Director of Water Resources Engineering. He led the firm's ASR initiative, and his project experience included a wide range of issues such as planning studies; design of wells, wellheads, wellfields and other water supply facilities; construction services; operations; water quality and treatment; wastewater treatment, storage and disposal; storm drainage and surface water management; hazardous wastes; expert witness legal services; and other activities. He has been active in several professional organizations, including ASCE, AWRA and IAH, and is a member of GRAC.

Jeffrey N Stovall, PhD, PE

Dr. Jeff Stovall is a water resources and environmental engineer with expertise including surface and ground water hydrology, groundwater modeling for water supply/availability and remediation, water quality assessment, geographic information systems (GIS), and automated data processing. He is a specialist in the use of numerical models for evaluation of groundwater supplies and remediation and was formerly the Groundwater Modeling Project Manager at the USDOE/NNSA Pantex Plant, Amarillo, Texas where he was responsible for development and application of subsurface variably saturated flow and transport models in support of risk assessment, corrective measures evaluation and design, monitoring network design, and compliance reporting requirements. In addition, he has taught graduate-level engineering courses in hydrology and contaminant hydrogeology at Texas Tech University.

Education

PhD Civil Engineering (Water Resources), Texas Tech University, 2001

MS Civil Engineering (Water Resources), Texas Tech University, 1999

BS Engineering Physics (Civil and Environmental Engineering), Texas Tech University, 1997

AS Mathematics, Amarillo College, 1994

Licenses

Professional Engineer, Texas

Relevant Project Experience

→ Tri-Valley Agencies Joint Potable Reuse Feasibility Study, (Zone 7 Water Agency), Livermore Valley, California. Performed groundwater modeling and other evaluations to assess the hydrogelogic feasibility of groundwater augmentation, including injection by wells and surface water recharge, to recharge the aquifer for the purpose of subsequent extraction and use. The model was used to quantify relative impacts to the hydraulics of groundwater flow in the basin, estimate potential travel time to existing potable production wells, quantify relative impacts to salt concentrations at potable productions wells, and investigate impacts on the overall basin salt balance. (2016)

→ Project manager for the Arsenic and Manganese Groundwater Compliance Assessment Workplan for the City of Fresno, California that provides characterization of groundwater conditions and quality, a hydrogeologic conceptual model of the groundwater system, and a proposed numerical modeling approach for assessing future conditions and determining appropriate locations for points of compliance. The Workplan was approved without comment by the Central Valley Regional Board, and the Groundwater Compliance Assessment is scheduled for completion in June 2021. (2019)

→ Project manager for the Nitrate Initial Assessment for the City of Fresno, California that will develop a nitrate management approach that meets the goals of the Central Valley Basin Plan Amendment Nitrate Control Program while providing a reasonable and practicable plan for the City to implement. The Assessment includes the use of groundwater models to estimate the impacts of the City's nitrate discharge on the aquifer and downgradient user of groundwater along with identification of short- and long-term nitrate management solutions. (2020)

→ Torrance Airport Best Management Practices (BMP) Stormwater Infiltration Project, Torrance, California. Dr. Stovall developed a MODFLOW-USG flow and transport model to evaluate potential impacts of a stormwater recharge project on an existing chlorinated solvent plume in the shallow aquifer near the airport. Analyses included particle tracking and solute transport simulations. (2018)

→ Project manager for Groundwater Monitoring Well Network Evaluation and Well Installation Workplan for the City of Fresno, California that evaluated the existing monitoring well network focused on meeting immediate monitoring needs. The evaluation consisted of both quantitative and qualitative methods that were combined using a lines of evidence approach to evaluate the adequacy of the existing well network and determine the need for additional wells to support site monitoring objectives. The Workplan was approved by the Central Valley Review Board in March 2020. (2019)

→ Conditional Use Permit Review, Grand Petroleum, Inc., Alamo, California. Dr. Stovall reviewed groundwater and well information associated with a water well permit application and provided an opinion regarding the potential yield of the well and suitability of

groundwater for public consumption at a proposed highway travel center. (2017)

→ Groundwater Basin Setting Analysis and Monitoring Well Network Design, Madera Irrigation District, California. Dr. Stovall developed a preliminary water budget for the Madera Irrigation District (MID) Groundwater Sustainability Agency (GSA) from available surface and groundwater data and other information for the analysis period from 1989 to 2014. The analysis included development of independent estimates of crop water demand for the MID GSA for determining the consumptive use of irrigation water along with separate water balance models for the surface and groundwater systems. Surface water balances were evaluated using two different approaches based on grower deliveries and measured streamflows to provide the most comprehensive estimate of total surface water inflow in the Madera Canal for the historical analysis period. Dr. Stovall also evaluated the existing monitoring network and recommended improvements so that the network is capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface conditions. (2017-2018)

→ Recharge Basin Field Investigation, Pajaro Valley Water Management Agency, California. Developed and implemented a multi-phased work plan for hydrogeologic investigations in support of a proposed recharge basin. Field investigations included CPT soundings to provide detailed, continuous hydrogeologic profiles for initial assessment of candidate recharge areas followed by sonic drilling of borings to collect continuous cores at the most favorable sites. The project also included an analysis of groundwater level and pond data for the Harkins Slough Basin to develop a better conceptual understanding of the subsurface flow system associated with recharge operations at the basin. (2017-2018)

→ Project Manager for Crop Production Services (CPS) Water Well and Wellhead Design Services and Groundwater Nitrate Removal Options, Cactus, Texas. Project manager for the permitting and design of a new public water supply well and distribution system. Provided design services for a groundwater well, wellhead with associated treatment system, and potable water distribution system pursuant to requirements of local groundwater conservation district and TCEQ. Determined treatment options, vendors to achieve desired level of nitrate removal, and costs associated with various each option. (2017)

→ Surface Water and Groundwater Evaluation, City of Sugar Land, Texas. As Project Engineer, Dr. Stovall provided an analysis of the City's Groundwater Reduction Plan aimed at limiting future subsidence caused by groundwater pumping. For this analysis, Carollo reviewed and updated the Houston Area Groundwater Model, then used the model to evaluate the effects of increased pumping on simulated drawdowns in the Evangeline Aquifer and land subsidence based on actual production through 2016 and projected demands through 2060. (2017)

→ ASR Feasibility Study, Barton Springs/Edwards Aquifer Conservation District (BSEACD), Texas. Project manager for an evaluation of the engineering and financial feasibility of developing water management strategies based on Aquifer Storage Recovery (ASR) and desalination of brackish groundwater from the Edwards or Trinity aquifers in central Texas, coupled with the use of renewable energy. ASR is a major component of this evaluation, both for storage of water produced by the desalination facility and as a strategy to enhance existing supplies within the Barton Springs/Edwards Aquifer Conservation District. (2016)

→ Groundwater Evaluation, Western Cattle Feeders, Bailey County, Texas. Dr. Stovall assessed the groundwater resources of the property and provided a qualitative assessment regarding the long-term viability of those resources. Collected and reviewed hydrogeologic data related to the Ogallala Aquifer in the vicinity of subject property. (2016)

carollo

Engineers...Working Wonders With Water®

AWARD AGREEMENT A-8321 FOR CONSULTING SERVICES FOR WATER AND RECYCLED WATER DISTRIBUTION PROCESS SUPPORT

Public Works and Transportation Committee
April 13, 2021

Omar Castro
Water Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8321 with Carollo Engineers, Inc. in the amount not to exceed $450,000 for a three-year term ending May 3, 2024 for consulting services for water and recycled water distribution process support.

BACKGROUND

- The City of Oxnard's potable water system utilizes six (6) blending stations to deliver water through 500 miles of distribution pipelines
- Over 20 million gallons of potable water is delivered to customers everyday
- The Advanced Water Purification Facility (AWPF) treats OWTP secondary effluent (Ocean Discharge) and produce up to 6.25 millions gallons per day of high purified recycled water
- The potable water system and AWPF require regulatory and permitting expertise
- Resolution of regulatory compliance and technical issues is critical in continuing to provide safe, potable water

DISCUSSION

- Request for Qualification PW 21-38 for Water and Recycled Water Distribution Process Support was advertised on November 30, 2020

- Statement of Qualifications (SOQ) were due January 11, 2021

- A total of eight (8) SOQs were submitted

- Water Division Manager, Water Operations Manager, and Management Analyst reviewed and ranked SOQs based on the following expertise:

1. Regulatory
2. Water process
3. Recycled water process

DISCUSSION

- Request for Proposal PW 21-66 for Water and Recycled Water Distribution Process Support was advertised on March 9, 2021 with a deadline of March 23, 2021

- A total of three (3) responses were received

- Upon full review of all proposals, Carollo Engineers, Inc. was determined to be the most qualified to provide the distribution process support services

DISCUSSION

Potential support services includes:

1. Regulatory Compliance and Permit Review Assistance
2. Process Operations and Optimization
3. Groundwater Hydro-geologic Evaluation and Optimization

FINANCIAL IMPACT

- The total cost for this three-year agreement with Carollo Engineers, Inc. for consulting services for water and recycled water distribution process support consultant services is $450,000 through May 3, 2024

- Projects will be issued as task orders

- Costs will be funded with existing appropriations from Water Operating Fund 601 accounts 601-6010-842-8209 (water) and 601-6012-842-8209 (recycled water)

Consulting Services Spending Plan			
FY 2020-21	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**
$37,500	$150,000	$150,000	$112,500

CITY OF
OXNARD
CALIFORNIA

QUESTIONS

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.6

DATE: April 13, 2021

TO: Public Works and Transportation Committee

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Agreement A-8280 with Waste Management of California, Inc. for Solid Waste Disposal. (0/10/20)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:

1. Approve Addendum No. 6 to the Simi Valley Landfill and Recycling Center Expansion Project Final Environmental Impact Report: and
2. Approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for an estimated value of $53,210,723 for a five (5) year term from May 5, 2021 to May 4, 2026 for solid waste disposal at the Simi Valley Landfill.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0neG2IUanwg

BACKGROUND

The City of Oxnard Environmental Resources Division provides for the collection and processing of waste, recyclables and organic material to approximately 52,453 customer accounts. These services are processed through the City owned Del Norte Regional Recycling and Transfer Station (Del Norte), at 111 S. Del Norte Boulevard in Oxnard. After necessary material sorting, excess solid waste is loaded onto trucks and transported for disposal at regional landfills. Two facilities currently support the disposal of solid waste; Toland Road Landfill operated by Ventura Regional Sanitation District (VRSD) and Simi Valley Landfill operated by Waste Management of California, Inc. (WMC). Last year, the City of Oxnard transferred approximately 280,000 tons of solid waste to both landfills.

Table 1. Facilities/Agreements

Facility	Address	Agreement	Operator	Expiration Date
Toland Road Landfill	3500 Toland Road, Santa Paula, CA 93060	A-5906	Ventura Regional Sanitation District	May 14, 2021
Simi Valley Landfill	2801 Madera Road, Simi	A-7618	Waste Management of	May 14, 2021

	Valley, CA 93065		California Inc.	

Agreement A-5906 with VRSD allows for disposal of 48% of Del Norte's daily transferred solid waste at Toland Road Landfill. The current rate per ton at Toland Road Landfill (VRSD) is $32.81. Agreement A-7618 with WMC allows for solid waste disposal of the balance of 52% of Del Norte's daily transferred solid waste at Simi Valley Landfill. The current agreement with WMC allows for up to 100% of the City's daily solid waste in the event that Toland is closed. The current rate per ton at Simi Valley Landfill is $31.99. Both agreements were set to expire November, 14, 2020, but were extended through May 14, 2021, by City Council action on October 20, 2020. This was done to provide sufficient time to complete the RFP process, select a new vendor(s), seek Council's approval, and generate new agreement(s).

This report outlines the process for soliciting proposals for landfill disposal of solid waste, staff's review and recommendation for awarding a new contract.

DISCUSSION

In order to ensure the best value for Oxnard residents and ratepayers, staff regularly reviews vendor costs and services. With current landfill agreements set to expire, a Request for Proposals (RFP #ER 20-96) was initiated on June 17, 2020.

The RFP was sent to WMC, VRSD and Waste Connections (owner/operator of the Chiquita Canyon Landfill in Castaic). These are the only three (3) permitted landfills considered "local" based upon their proximity to the Del Norte facility. The RFP was also posted on the City's website and www.publicpurchase.com. Concurrently, the City contracted with Kennedy Jenks Consulting to assist in preparing methodologies to evaluate responses to the RFP, ensuring that the City and ratepayers would receive the best overall value for landfill services for solid waste transferred from Del Norte.

By the July 29, 2020 deadline, the City received two (2) qualified proposals: VRSD and WMC both submitted proposals presenting multiple scenarios for landfill capacities and disposal costs. These cost scenarios were compared to determine the best value while meeting the City's requirements.

RFP REVIEW PROCESS

After receipt of the two proposals, staff met with both companies to review expectations of service and provide an opportunity to submit a "Best and Final Offer."

Meeting with Waste Management of California (WMC)
On September 10, 2020, City staff met with representatives from WMC to discuss the RFP response and ensure that there were no contingencies with respect to the submitted pricing. Staff also provided an opportunity to submit a "best and final offer". Waste Management provided updated pricing on October 12, 2020 as shown in Table 2. The updated pricing reduces the 100 percent per ton rate to $28.99/ton.

Meeting with Ventura Regional Sanitation District (VRSD)
On September 14, 2020, City staff met with VRSD to request the following:

- Information on a timeline for completion of the permit modification
- What guarantees VRSD would provide for their pricing between 50% and 100% of daily Oxnard solid

waste if the permit modification is not approved

- Staff provided an opportunity to submit a "best and final offer"
- VRSD was unable to provide further information and did not provide updated pricing.

Table 2. Reflects the disposal cost per-ton provided by each bidder after meeting with both companies

	WMC		VRSD	
Solid Waste Disposal Rate - % of Daily Tons	Original Proposed Cost per Ton	Best/Final Proposed Cost per Ton	Original Proposed Cost per Ton	Best/Final Proposed Cost per Ton
10%	$33.00	No change	$39.97	No change
23%	$32.00	No change	$36.83	No change
33%	$31.00	No change	$34.77	No change
50%	$30.00	No change	$34.01	No change
67%	$30.00	No change	$29.12*	No change
90%	$30.00	No change	$26.31*	No change
100%	$30.00	$28.99	$25.28*	No change

*Per VRSD's proposal, they could not guarantee disposal above 50%

It must be noted the proposal from Ventura Regional (VRSD) includes pricing that is contingent upon a landfill permit modification. They stated the following:

"VRSD hereby guarantees that it will accept up to 50% of the City's solid waste on both a daily and annual basis throughout the term of the future agreement."
"VRSD hereby guarantees that it will accept up to 100% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement, conditional upon approval of modification to all relevant permits which currently limits daily and annual tonnage acceptance at the landfill, in accordance with the Toland Optimization Plan. The Toland Optimization Plan requests a daily allowable tonnage limit of 2,864 tons per day. "

No timelines or additional details were mentioned regarding the "modification to all relevant permits." Until final approval of a new permit through all regulatory authorities, the Toland Road Landfill is not able to accept more than 50% of the Del Norte daily capacity.

Once the proposer meetings were completed, staff proceeded to compare both proposals to determine the best value while meeting the City's requirements. This included analysis of transportation costs for each landfill location and adjustments for any statutory surcharge, which both proposers will pass through to the City. Staff's recommendation to select WMC as the successful proposer was scheduled for the January 12, 2021 Public Works and Transportation Committee meeting.

On January 12, 2021, the City received a letter from VRSD entitled, "Item No. D2 for the January 12, 2021 City of Oxnard Public Works and Transportation Committee Agenda: Agreement with Waste Management of California, Inc. for Solid Waste Disposal (0/10/20)." The City of Oxnard's response to that letter is attached here as **Attachment #4**. The letter questioned the City's recommendation and required review by City staff and the City Attorney. To provide City staff with adequate time to address the VRSD letter in a revised staff report, the City Manager requested that the landfill agenda item be continued to a future meeting.

On January 1, 2021 a County of Ventura "County Surcharge Fee at the Simi Valley Landfill and Recycling Center" increased by $0.07 per ton. This affected the current and proposed rates for Simi Valley Landfill. As a public agency, VRSD does not pay this surcharge and their proposal pricing did not change.

Table 3. Overview of Updated Rates Including January 1, 2021 County Surcharge Increase and City Transfer Fleet Cost per Ton

	WMC			VRSD		
Solid Waste Disposal Rate - % of Daily Tons	Best/Final With County Surcharge Increase	Transfer Cost	**TOTAL**	Best/Final With County Surcharge Increase	Transfer Cost	TOTAL
10%	$33.07	$18.11	$51.18	$39.97 (NC)	$16.30	$56.27
23%	$32.07	$18.11	$50.18	$36.83 (NC)	$16.30	$53.13
33%	$31.07	$18.11	$49.18	$34.77 (NC)	$16.30	$51.07
50%	$30.07	$18.11	$48.18	$34.01 (NC)	$16.30	$50.31
67%	$30.07	$18.11	$48.18	$29.12* (NC)	$16.30	$45.42 *
90%	$30.07	$18.11	$48.18	$26.31* (NC)	$16.30	$42.61 *
100%	$29.06	$18.11	$47.17	$25.28* (NC)	$16.30	$41.58*

*Per VRSD's proposal, they could not guarantee disposal above 50%

Table 4. Estimated Annual Cost from Each Proposal Including City Fleet Transfer Costs

PROPOSAL RATES		WMC		VRSD	
Solid Waste Disposal Rate - % of Daily Tons	Tons of Solid Waste	Total Cost per Ton - Includes City Transfer Costs	Total Cost - Includes City Transfer Costs	Total Cost per Ton - Includes City Transfer Costs	Total Cost - Includes City Transfer Costs
10%	28,000	$51.18	$1,433,040	$56.27	$1,575,560
23%	64,400	$50.18	$3,231,592	$53.13	$3,421,572
33%	92,400	$49.18	$4,544,232	$51.07	$4,718,868
50%	140,000	$48.18	$6,745,200	$50.31	$7,043,400
67%	187,600	$48.18	$9,038,568	$45.42*	$8,520,792*
90%	252,000	$48.18	$12,141,360	$42.61*	$10,737,720*
100%	280,000	$47.17	$13,207,600	$41.58*	$11,642,400*

*Per VRSD's proposal, they could not guarantee disposal above 50%

EVALUATION OF PROPOSALS

Due to commitments VRSD has made with other operators for the permitted daily capacity of Toland Landfill, Oxnard has been required to divide disposal of its solid waste. Under current agreements, 48% of daily solid waste is delivered to the Toland Landfill and the remaining 52% of daily solid waste is delivered to the Simi Valley Landfill. The current agreement with WMC allows for up to 100% of the City's daily solid waste should

Toland Landfill close for any reason. While Agreement A-5906 with VRSD stipulates the Toland Landfill will accept 48% of Oxnard's solid waste, beginning in October of 2013, Toland was only able to accept daily tonnage amounts between 32% - 36% through April 18, 2019.

Section 9(b) of the VRSD Agreement defines penalties that can be applied to VRSD if Toland landfill is not able to accept the agreed upon capacity from Oxnard (48%). In the past this was not enforced. During public comment at the VRSD Board Meeting of April 18, 2019, City of Oxnard Public Works Director notified VRSD that, going forward, it would be enforcing the 48% daily capacity limit and seek diversion reimbursements for any daily tonnage diverted to another landfill under 48%. VRSD complied, but then immediately approached the City to recalculate and reconsider the diversion penalty so they could allow more tonnage from different customers. Once the VRSD began honoring its agreement with Oxnard, other customers were then being diverted to other facilities so VRSD could comply with the Toland daily tonnage limitations. While VRSD has accepted 48% of Oxnard's daily solid waste since April 18, 2019, the overall average through the life of the contract has been 45%. Without VRSD receiving final approval from CalRecycle for their permit modification application to increase the daily tonnage limits at the Toland Landfill, there isn't sufficient capacity to receive additional solid waste from Oxnard or any other contract customer.

WMC has provided a proposal that guarantees competitive pricing, up to 100% of the City's transferred solid waste. The Simi Valley Landfill is a State-permitted landfill, located at 2801 Madera Road in Simi Valley and has been in operation since 1970. It is permitted to accept a daily waste capacity of 8,000 tons through the year 2062. WMC also provided pricing for three (3) backup landfills should Simi Valley Landfill close for any reason. The backup landfills are: Palmdale Landfill, located at 1200 W. City Ranch Road, Palmdale, CA 93551; Lancaster Landfill, located at 600 E. Avenue F., Lancaster, CA 93535; and El Sobrante Landfill, located at 10910 Dawson Canyon Road, Corona, CA 92883.

Staff are exploring opportunities for providing more efficient operations and further lowering costs and vehicle emissions based on additional services offered through the WMC proposal. One option is a larger capacity "tipper" trailer for hauling solid waste. These trailers have 15% more capacity than the "walking floor" trailers used now and are less expensive to purchase. They are mechanically simpler and require no mechanism for offloading at the landfill. The larger capacity also translates to a reduction of greenhouse gases by requiring fewer trips to and from the landfill. While the Simi-Valley landfill supports these larger tipper style trailers, Tolland landfill does not.

SUMMARY

The VRSD proposal clearly states that they are not capable of accepting more than 50% of the City's daily tonnage without final approval of a permit modification. Throughout the life of Oxnard's contract with VRSD, actual daily deliveries have averaged 45%. The VRSD proposed rate per ton at the lower daily tonnage percentage amounts (50% and below) are not as competitive as the WMC proposal (Table 4). Additionally, staff is looking to improve efficiency and reduce greenhouse gases by implementing tipper style trailers, which are not supported in the VRSD proposal. Because of these factors, staff is recommending to move forward with an agreement with WMC for 100% of the City's daily tonnage. At the proposed price of $29.06 per ton, this will save the City a minimum of $700,000 annually, compared to current annual costs.

ENVIRONMENTAL DETERMINATION

In accordance with the California Environmental Quality Act (CEQA), on July 19, 2011, the Ventura County Board of Supervisors certified a Final Environmental Impact Report (2010 Final EIR) that evaluated the

environmental impacts of the expansion of the Simi Valley Landfill and Recycling Center Expansion Project (SVLRC) to include 186 acres of additional waste disposal area and to increase the total capacity of the SVLRC from 43.5 to 123.1 million cubic yards. The 2010 Final EIR found

- Four environmental impact areas of significant and unavoidable impacts (Class 1): Agricultural Resources (dust); Air Quality (dust); Geology and Seismic Hazards, Mineral Resources and Paleontological Resources (paleontology); Visual Resources (scenic).
- Four potential environmental impact areas of significant impacts (Class 2): Biological Resources, Cultural Resources; Hazards; Water Resources) for which mitigations are identified that reduce the impacts to a less than significant level.
- Five environmental impact areas have less than significant impacts (Class 3): Noise and Vibration; Recreational Facilities; Transportation and Circulation; Waste Treatment and Disposal; Water Supply) for which no mitigations were necessary.

The Ventura County Board of Supervisors also adopted California Environmental Quality Act (CEOA) Environmental Findings and a Statement of Overriding Considerations for the SVLRC Expansion Project (Case No. LUOT-0048). The SVLRC Expansion Project that was the subject of the EIR would have facilitated the acceptance of up to 6,000 tons per day (TPD) of municipal solid waste ("MSW") and 3,250 TPD of recyclables. Several existing ancillary facilities and support facilities would be expanded and new facilities constructed within the SVLRC CUP boundary.

The County has also adopted five (5) additional Addenda to the SVLRC EIR, as described below, to facilitate operational changes to the SVLRC:

1. May 18, 2012: Permit Adjustment Case No. LU12-0056 and Addendum to the SVLRC EIR to adjust to the operational limits to maintain the combined limit of 9,250 TPD of MSW and recyclables, but to allow up to 6,000 tpd for both MSW and recyclables, such that the combined total limit per operational day does not exceed 9,250 TPD
2. May 2, 2014: Permit Adjustment Case No. PL14-0036 and Addendum to the EIR processing and transferring recyclable food waste as part of the site recycling program. WMC had previously accepted food waste at the SVLRC as MSW and buried the food waste in the active landfill face. The request allowed the landfill to accept food waste as a recyclable, which would divert waste from the landfill and allow waste to be blended on-site with green waste and then shipped off site for composting.
3. August 5, 2014: Removal of two acres of land from the permitted buffer area for the SVLRC, in order to accommodate the Training Facility/Shooting Range. A Mitigated Negative Declaration (MND) was adopted for the Simi Valley Police Department Training Facility/Shooting Range. The MND was a Subsequent MND to the EIR for the SVLRC.
4. September 22, 2015: Permit Adjustment Case No. PL15-0055 and Addendum to the EIR to add a new scale house, expand the existing entrance road, and removal of protected trees.
5. February 20, 2020: A Minor Modification and Addendum to the EIR was approved for the Simi Valley Landfill and Recycling Center Modification Project (SVLRCM) on February 20, 2020. The SVLRCM included two primary components:

- 1) Reallocating currently approved daily tonnage limits to a weekly limit of 64,750 tons with a daily maximum limit of 12,000 TPD (increased from 9,250 TPD). A daily maximum limit of 1,128 truckloads was added to the Conditional Use Permit (CUP). The CUP did not specify a truckload limit; however, 1,128 was the number of daily truckloads evaluated in the previously certified 2010 Final EIR. A weekly maximum limit of 6,244 truckloads was added to the CUP. This is equivalent to 892

truckloads per day.

- 2) Installation of a new Renewable Natural Gas (RNG) facility in the place of the landfill to gas energy cogeneration project (COGEN), which was decommissioned in 2016. The new RNG facility would process 7,000 standard cubic feet per minute (SCFM) of landfill gas that would no longer be controlled with the on-site landfill enclosed flares. The new RNG facility has a thermal oxidizer that would control by-product gases from the cleanup of the landfill gas to natural gas quality standards for injection into the nearby Southern California Gas (SoCalGas) company pipeline.
- The RNG facility was found to have a net Air Quality Benefit (Class 4).

The County of Ventura is the "Lead Agency" for the underlying project which means it is "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment" (PRC § 21067. LEAD AGENCY), and the City of Oxnard is a "Responsible Agency" which means "a public agency, other than the Lead Agency, which has responsibility for carrying out or approving a project" (Public Resources Code (PRC) § 21069. RESPONSIBLE AGENCY). As a Responsible Agency, the City of Oxnard does not consider the adequacy of the Final EIR. The City of Oxnard simply accepts the findings and mitigation measures of the EIR as long as the proposed action fits within the "Project" which was analyzed. The Lead Agencies are responsible for the enforcement of the mitigation measures associated. Additionally, the City of Oxnard does not "re-open" the underlying EIR / Addenda as the statute of limitations to challenge the EIR / Addenda have lapsed. When an EIR has been prepared for a project pursuant to this division, no subsequent or supplemental environmental impact report shall be required by the lead agency <u>or by any responsible agency</u>, unless one or more of the following events occurs:

(a) Substantial changes are proposed in the project which will require major revisions of the EIR.

(b) Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the EIR.

(c) New information, which was not known and could not have been known at the time the EIR was certified as complete, becomes available

PRC § 21166. SUBSEQUENT OR SUPPLEMENTAL IMPACT REPORT; CONDITIONS

The proposed project, consisting of 1) split distributions between the Toland and Simi Valley landfills to only distribution to the Simi Valley landfill and 2) the use of larger tipper trailers to haul refuse, has been reviewed by the City of Oxnard, and City of Oxnard staff have determined that the changes are minor and would not create potentially significant environmental impacts beyond those already identified in SVLRC EIR. Staff found the Project would not increase the magnitude or severity of impacts that were previously identified. Specifically, no physical changes would occur to the environment. Additionally, as documented in the attached technical worksheet, the operational changes of the Project would result in less impacts to Air Quality and Transportation and Circulation than previously identified.

City of Oxnard staff is preparing Addendum No. 6 to the certified SVLRC EIR, and Addendum No. 6 will be included as an attachment to the staff report provided to the full City Council. Addendum No. 6 is being prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines). Addendum No. 6 is appropriate pursuant to CEQA Guidelines § 15164 since staff has found that no additional potentially significant impacts were identified for this Project, only minor changes

and additions to SVLRC EIR are necessary to address the Project changes, the original mitigations will remain applicable, and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163. Therefore, staff has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in the SVLRC EIR and associated Addenda. Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 or Negative Declaration would occur. Pursuant to CEQA Guidelines §15164, the City Council shall consider Addendum No. 6 prior to taking action on the Project.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The agreement estimated value with WMC is $53,210,723 over the five year term for the period of May 5, 2021 through May 4, 2026. The agreement value includes an annual tonnage growth rate of 3.2%, annual CPI of 2.5% and an annual 2.5% for landfill regulatory fees assessed to WMC by government agencies for the tonnage delivered by the City at the Simi Valley Landfill.

	FY 2020-21 (2 months)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 (10 months)	TOTAL
Rate per ton with fees	$29.06	$30.53	$32.08	$33.70	$35.41	$37.20	N/A
Estimated annual tonnage	289,016	298,322	307,928	317,844	328,078	338,642	N/A
Landfill disposal costs	$1,399,800	$9,108,127	$9,877,355	$10,711,548	$11,616,193	$10,497,700	$53,210,723

Funds are budgeted and currently committed in the Environmental Resources Enterprise Fund Account Number 631-6314-844-82-68 to cover the cost of waste disposal at the Simi Valley Landfill for the remaining period of Fiscal Year 2020-21. These funds were approved by Council through the Fiscal Year 2020-21 budget process. The costs for waste disposal in subsequent fiscal years will be requested each year during the budget process.

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Landfill Agreement A-8280
2. WMC Proposal and Best Final Offer
3. VRSD Proposal

4. Response to VRSD Letter
5. Landfill PPT

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: May 5, 2021

(2) Vendor: Waste Management of California, Inc.

(3) Services: Solid waste disposal service at the Simi Valley Landfill

(4) Schedule of Services: Five year term from the period of May 5, 2021 through May 4, 2026 for solid waste disposal service at the Simi Valley Landfill, 2801 Madera Road, Simi Valley, California.

(5) Agreement Ending Date: May 4, 2026

(6) Total Agreement Amount: $53,210,723

(7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager

(8) Vendor's Project Manager: Scott Tignac, Senior District Manager

(9) Insurance Coverage: INS-Z

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
■ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Simi Valley Recycling and Disposal Facility	City of Oxnard – Environmental Resources Division
2801 N. Madera Road	111 South Del Norte Boulevard
Simi Valley, CA 93065-6208	Oxnard, CA 93030
Attn: Scott Tignac, Senior District Manager	Attn: Todd Vasquez-Housley, Environmental Resources Division Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
stignac@wm.com	toddvhousley@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☐ Scope of Services Exhibit
■ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☐ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
■ Insurance Exhibit (INS)

Agreement No. A-8280

AGREEMENT

BETWEEN

THE CITY OF OXNARD

AND

WASTE MANAGEMENT OF CALIFORNIA, INC.
FOR
SOLID WASTE DISPOSAL SERVICES

***

_____, 2021

AGREEMENT

THIS AGREEMENT is made this_____, 2021 by and between the City of Oxnard, a California municipal corporation ("City") and Waste Management of California, Inc., a California corporation ("Owner").

RECITALS

WHEREAS, Owner is the owner and operator of the Simi Valley Landfill and Recycling Facility, located at 2801 North Madera Road, Simi Valley, California 93605 (the "Facility") and City desires to dispose of Residual Solid Waste and Municipal Solid Waste at the Facility on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, City may desire to deliver Treated Wood or Biosolids to the Facility; and

WHEREAS, Owner agrees to grant such right to dispose of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids at the Facility or Other Facilities, as defined below, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows.

1. DEFINITION OF TERMS

1.1. Agreement. "Agreement" means this "Agreement between City and Owner for Solid Waste Disposal Services between the City of Oxnard and Waste Management of California, Inc." dated as of the Effective Date (as defined herein), including Exhibits A and B, which are incorporated by this reference as though fully set forth herein.

1.2. Applicable Law. "Applicable Law" means all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation any Environmental Law, City's Municipal Code, AB 341, AB 939, AB 1594, AB 1826, and SB 1383.

1.3. Biosolids. "Biosolids" means residual solids and semi solids from the treatment of water or wastewater, from which free liquid has been evaporated or otherwise removed, at City's publicly-owned wastewater and water treatment plant or organic and inorganic non-hazardous grit and screenings captured by mechanical or hydraulic methods, from City's publicly-owned wastewater and water treatment plants, and which is acceptable for disposal at the Facility in accordance with Applicable Law.

1.4. City. "City" means the City of Oxnard, a California municipal corporation.

1.5. Bulky Waste. "Bulky Waste" means large appliances, e-waste, furniture, pipes, poles, large concrete sections, tree stumps and other similar waste materials with weights or volumes that would require additional handling.

1.6. CalRecycle. "CalRecycle" means the California Department of Resources, Recycling and Recovery, or any successor state agency.

1.7. CPI. "CPI" means the Consumer Price Index, All Urban Consumers for Los Angeles, Long Beach, Anaheim (CUURS49ASA0), 1982-1984 = 100, not seasonally adjusted, published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor index as determined by the Bureau of Labor Statistics.

1.8. Change in Law. "Change in Law" means the occurrence of any change in Applicable Law as follows:

1.8.1. The adoption, promulgation, modification, or change in Applicable Law or judicial or administrative interpretation thereof occurring after the Effective Date which adoption, promulgation, codification, or change affects the performance of this Agreement, other than laws with respect to taxes based on or measured solely by net income, or any unincorporated business, payroll, or employment taxes; or

1.8.2. Any action, resolution, order or judgment of any federal, state or local court, administrative agency or governmental body issued after the Effective Date if:

1.8.2.1. such action, resolution, order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

1.8.2.2. the party relying thereon, unless excused in writing from so doing by the other party, shall make or have made, or shall cause or have caused to be made reasonable efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

1.8.3. Any action, resolution, order or judgment made by a governmental authority or agency having authority over the Facility or Other Facility used by the City subject to and in accordance with the terms of this Agreement that imposes new or different material terms and/or conditions in connection with the issuance, renewal, or modification of any permit or related agreement required for the development or operation of the Facility or Other Facility used by the City pursuant to this Agreement.

1.9. Construction Debris. "Construction Debris" means solid waste generated, produced, or

discarded in connection with construction, remodeling, repair or demolition operations.

1.10. County Integrated Waste Management Plan Fee. "County Integrated Waste Management Plan Fee" means the integrated waste management plan fee codified by Division 4 of the County of Ventura Code of Ordinances as it may be amended from time to time.

1.11. Del Norte Facility. "Del Norte Facility" means the solid waste handling facility owned by City, located at 111 South Del Norte Boulevard. Oxnard, California, that separates some portion of incoming commingled Municipal Solid Waste into marketable recyclables or separates mixed recyclables.

1.12. Designated Waste. "Designated Waste" shall have the meaning set forth in Section 13173 of the California Water Code. California Water Code section 13173 provides:

"Designated waste" means either of the following: (a) Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Section 25143 of the Health and Safety Code; or (b) Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

1.13. Disposal. "Disposal" means the final disposition of Residual Solid Waste, Municipal Solid Waste, Treated Wood or Biosolids hereunder at the Facility or Other Facilities.

1.14. Disposal Fee. "Disposal Fee" (or "Disposal Fees") means the amount to be charged by Owner as set forth in Exhibit A, for disposal of Residual Solid Waste, Municipal Solid Waste, Treated Wood or Biosolids at the Facility or Other Facilities, which shall include all federal, state and local fees imposed on the Facility or Other Facilities as of the Effective Date, but shall exclude the County Integrated Waste Management Plan Fee, if applicable.

1.15. Effective Date. "Effective Date" is_____, 2021.

1.16. Environmental Laws. "Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Federal Clean Water Act, 33 USC Section 1251 et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Emergency Planning and Community Right to Know Act, 42 U. S. C. Section 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Act, California Health & Safety Code Section 25100 et seq.; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water

Quality Control Act, California Water Code Section 13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; and the California Clean Air Act, Health and Safety Code Sections 39000 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.17. Facility. "Facility" means the Simi Valley Landfill and Recycling Facility located at 2801 North Madera Road, Simi Valley, California 93605 in Ventura County, California.

1.18. Food Waste. "Food Waste" means a compostable waste material of plant or animal origin that will readily decompose and/or putrefy and results from the production, preparation, storage, consumption or handling or processing of food for animal or human consumption that is separated from the Municipal Solid Waste stream.

1.19. Food Waste Processing Rate. "Food Waste Processing Rate" means the amount to be charged by Owner for processing of Food Waste and disposal of Residual Solid Waste, which shall include all federal, state and local taxes and fees imposed on the Sun Valley Recycling Park as of the Effective Date, but shall exclude the County Integrated Waste Management Plan Fee, if applicable.

1.20. Hazardous Waste or Hazardous Material. "Hazardous Waste" or "Hazardous Material" means mean any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (i) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Applicable Law. The term "Hazardous Materials" also includes any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, before or after the Effective Date of this Agreement, deemed hazardous, toxic, prohibited, limited or regulated by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

1.21. Medical Waste. "Medical Waste" means those wastes defined in Health and Safety Code Section 117690 and does not include waste identified as not being medical wastes in Section 117700.

1.22. Municipal Solid Waste. "Municipal Solid Waste" means all putrescible and non-putrescible solid and semi-solid waste material, including but not limited to garbage, refuse, rubbish and other discarded material, Construction Debris, that is authorized for disposal at a Class III Landfill pursuant to Applicable Laws, the permits or other

approvals issued to the Facility or Other Facilities, or any contracts between the Owner and any governmental entity having authority over the Facility relating to the operation of the Facility or Other Facilities. Municipal Solid Waste does not include Food Waste, Bulky Waste, waste tires, Hazardous Waste, Hazardous Material, Designated Waste, Non-Conforming Waste, Universal Waste (including E-Waste), liquid waste, asbestos, Medical Waste, sewage, sewage sludge, or abandoned automobiles.

1.23. Non-Conforming Waste. "Non-Conforming Waste" means waste that (i) is prohibited from receipt at the Facility, Other Facilities or a Class III landfill by Applicable Law; (ii) is not Municipal Solid Waste or Residual Solid Waste as defined in this Agreement; (iii) is or contains Hazardous Materials or Hazardous Waste, liquid wastes, waste that requires special handling and management due to the nature of the waste, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed hazardous by Applicable Law; (iv) Owner reasonably believes would, as a result of or upon receipt at any of its facilities be a violation of Applicable Law; or (v) in Owner's reasonable judgment would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose it or its affiliates to potential liability.

1.24. Owner. "Owner" means Waste Management of California, Inc., which owns and operates the Facility.

1.25. Other Facilities. "Other Facilities" means the facilities other than the Facility used by City under this Agreement that are owned and operated by Owner or its affiliates.

1.26. Person. "Person" means an individual, firm, association, organization, partnership, corporation, joint venture, the United States, the State of California, municipality, political subdivision, governmental agency, or any other entity whatsoever.

1.27. Recycling Facility. "Recycling Facility" means a facility owned or operated by the City located within the City that is a "Recycling Center" as set forth in Title 14, California Code of Regulations, Section 17402.5(d).

1.28. Residual Solid Waste. "Residual Solid Waste" means Municipal Solid Waste remaining for disposal after processing at the Del Norte Facility or at another Recycling Facility.

1.29. Treated Wood. "Treated Wood" means wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 and following).

1.30. Term. "Term" means the Term of this Agreement, including both the Initial Term and any Successive Term as set forth in Section 2.1.

1.31. Ton. "Ton" means a short ton of 2,000 pounds.

1.32. Yard Waste. "Yard Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, and similar organic materials, scrap lumber, wood crating, pellets, wood chips, and similar materials.

2. TERM OF AGREEMENT

2.1. Term. The initial Term of this Agreement shall begin as of the Effective Date and shall continue until the close of business on_____, 2026 (the "Initial Term"). Thereafter, this Agreement may be extended beyond the Initial Term for one or more additional terms (the "Successive Term"), for a time period as agreed upon by mutual written agreement of the parties made not less than sixty (60) days prior to the end of the Initial Term or any Successive Term.

2.2. Termination for Convenience. Notwithstanding any provision to the contrary, both the City and Owner may terminate this Agreement for convenience, without cause or penalty, upon three hundred sixty (360) days written notice to the other. Owner is obligated to carry out all obligations under this Agreement up to and including the date of termination for convenience and the City is obligated to pay Owner for amounts due and owing under this Agreement up to and including the date of termination for convenience.

2.3. Regular Meetings. During the Term, Owner and City shall upon request by either meet to discuss issues of service at the Facility, as well as any other issues that may arise under this Agreement.

3. RIGHTS AND OBLIGATIONS OF CITY

3.1 Residual Solid Waste; Municipal Solid Waste.

3.1.1 City shall deliver or cause to be delivered to the Facility (i) all Municipal Solid Waste from the Del Norte Facility; (ii) Municipal Solid Waste collected by City; and (iii) Residual Solid Waste from the Del Norte Facility, New-Indy Oxnard Mill, located at 5936 Perkins Road in Oxnard, California, and any other Recycling Facility.

3.1.2 City will use commercially reasonable efforts to deliver Residual Solid Waste and Municipal Solid Waste on a reasonably uniform basis, and further agrees to endeavor to provide Owner with reasonable notice if it anticipates an increase or decrease of fifty percent (50%) or more by weight in the amount of Residual Solid Waste or Municipal Solid Waste to be delivered on a daily basis. Prior notice shall not be required in emergency situations. In the event of an emergency situation, the Owner shall not be entitled to an adjustment to the Disposal Fee shown in Exhibit A, except as otherwise permitted under this Agreement.

3.1.3 Deliveries by City will be made by means of (i) transfer trailers originating at the Del Norte Facility, or (ii) for Municipal Solid Waste generated within the

corporate limits of City, transfer trailers, roll-off containers, including double box roll-off containers originating at the New-Indy Oxnard Mill, or a location certified as a Recycling Center, unless the parties agree in writing to other types of transport vehicles or other points of origin.

3.2 City's Use of Facility. Owner's commitment to accept Residual Solid Waste and Municipal Solid Waste at the Disposal Fees set forth in Section 5.1 is expressly predicated and conditioned upon the City's commitment to not utilize any other site for the Disposal of these materials other than the Facility. This commitment from City is considered as an essential part of the consideration for Owner entering into this Agreement under the terms and conditions set forth herein. During the Initial Term or any Successive Term, City shall not, directly or indirectly, dispose or cause the Disposal of any Residual Solid Waste or Municipal Solid Waste at a disposal facility other than the Facility except as set forth in Section 3.3.

3.3 Temporary Facility Closure. In the event that Facility is temporarily closed or otherwise becomes unavailable to City, City shall deliver all of its volume of Residual Solid Waste and Municipal Solid Waste to Owner's assigned Antelope Valley Recycling & Disposal Facility, located at 1200 West City Ranch Road, Palmdale, California 93550 ("Palmdale Landfill"), Lancaster Landfill and Recycling Center, located at 600 East Avenue F, Lancaster, California 93535 ("Lancaster Landfill"), or El Sobrante Landfill and Recycling Center located at 10910 Dawson Canyon Road, Corona, California 92883 ("El Sobrante Landfill") at the applicable rates as set forth in Exhibit A or the posted gate rate, whichever is less. Should the temporary Facility closure be caused by the sole negligence or willful misconduct of the Owner, then the Owner shall for a period of up to one hundred eighty (180) days credit the City $8.00 per ton for each ton delivered to Palmdale Landfill, Lancaster Landfill, or El Sobrante Landfill against the applicable per ton rate for disposal at these facilities.

3.4 Biosolids.

3.4.1 City's Right to Deliver Biosolids. The City has the right, but not the obligation, to temporarily deliver Biosolids to the Facility with prior written approval from Owner in its sole discretion. Owner's acceptance of Biosolids is subject to City demonstrating with appropriate documentation that the Biosolids may be accepted for disposal at the Facility in accordance with Applicable Law. In addition, each delivery of Biosolids must be characterized and profiled and pre-approved by Owner prior to delivery to Facility.

3.5 Treated Wood.

3.5.1 City's Right to Deliver Treated Wood. The City may deliver Treated Wood to the Facility with prior written approval from Owner in its sole discretion. In addition, each delivery of Treated Wood must be characterized and profiled and pre-approved by Owner prior to delivery to Facility.

3.6 Food Waste.

3.6.1 City's Right to Deliver Food Waste. The City has the right, but not the obligation, to deliver Food Waste to the Sun Valley Recycle Park, located at 9081 Tujunga Avenue, Sun Valley, California 91352.

3.6.2 The City shall provide Owner with an estimate of Food Waste to be delivered to the Sun Valley Recycling Park on a daily and monthly basis, and, in addition, shall provide Owner with at least three (3) business days' prior written notice if it anticipates a substantial increase (i.e., fifty percent (50%) or more) in the amount of Food Waste to be delivered by City on a daily or monthly basis. Prior notice shall not be required in emergency situations or where alternative disposal facilities are unavailable for City's use.

4. RIGHTS AND OBLIGATIONS OF OWNER

4.1 Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids. Owner shall receive the Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids delivered to the Facility by City for Disposal on each operating day during normal operating hours at the Facility, subject to and in accordance with the terms of this Agreement.

4.2 Monthly Report. Owner shall provide City with a monthly report regarding the amount of Residual Solid Waste, Municipal Solid Waste, Treated Wood, and Biosolids delivered by City and accepted at the Facility for Disposal each month.

4.3 Measurement. Owner shall maintain a scale system at the Facility. Owner shall make available to City the following information with respect to each delivery of Residual Solid Waste, Municipal Solid Waste, Treated Wood, and Biosolids: (1) calendar date; (2) time of day; (3) vehicle identification; and (4) total number of tons of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids, as applicable, delivered to the Facility and accepted by Owner. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations and other Applicable Law. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded vehicle measured at the weight scales described below minus the certified tare weight for each vehicle. City shall establish the tare weight of each vehicle, subject to verification by Owner using the Facility or Other Facility scale system. City shall allow Owner to provide a number or device to be inserted in or on each vehicle that will identify the vehicle to the scale attendant, or an automated scanner, or to provide such other device or means necessary to identify vehicles using an unattended, automated system.

4.4 Disposition of Non-Conforming Waste. City and Owner shall implement procedures to identify, minimize the potential delivery of, and reject Non-Conforming Waste delivered to the Facility or Other Facilities. If Owner discovers Non-Conforming Waste delivered

to the Facility or Other Facilities, Owner shall immediately notify City. Notwithstanding the provisions of Section 9.5, such notice may be given by email to the office of City's Environmental Resources Division Manager. Except as emergency conditions require, or except as required by the Facility's or Other Facility's permits, health and safety policies and procedures or Applicable Law, City shall have the first opportunity to immediately remove such refused or rejected materials. If said Non-Conforming Waste is not removed from the Facility or Other Facility within twenty-four (24) hours from the date of Owner's initial notice to City (or, in the event removal within twenty-four (24) hours is not possible despite diligent efforts by City, an additional reasonable period of time for City to diligently pursue such removal), Owner may arrange for transportation and disposal of the Non-Conforming Waste, with the reasonable costs thereof to be borne by City. In addition, City shall indemnify, defend and hold Owner or its affiliates harmless all other damages, fines, penalties and reasonable costs incurred as the result of or arising from the delivery of Non-Conforming Waste to the Facility or Other Facilities, as applicable.

4.5 Title and Ownership. Title, ownership and responsibility for Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids, or other waste materials agreed upon by City and Owner, such as Food Waste and Bulky Wood, shall pass from City to Owner at the time of unloading and acceptance of the material at the Facility or Other Facilities, as applicable, by Owner or its affiliates in their sole discretion. Notwithstanding the foregoing, title, ownership and responsibility for Non-conforming Waste shall remain with City at all times.

4.6 Days and Hours of Operation. Subject to its permit and Applicable Law, including Ventura County contractual limits on daily tonnage, Owner shall operate the Facility in accordance with the following schedule:

4.6.1 Monday through Saturday, from 7:00 a.m. to 4:00 p.m. each day, and Sundays as mutually agreed upon. Closed on the following holidays: New Year's Day, Thanksgiving Day, Christmas, Memorial Day, Fourth of July, Labor Day. Notwithstanding the foregoing, the Facility will be opened for one-half day on Memorial Day, Fourth of July and Labor Day at no additional cost to City upon seven (7) days advance written notice from City, provided, however, that City delivers not less than 400 tons of Residual Solid Waste to the Facility. In the event City does not deliver 400 tons of Residual Solid Waste, City shall reimburse Owner the additional cost of such extended operating hours, as determined by Owner in its reasonable judgment.

4.6.2 Subject to conditions in its permits restricting operating hours, and as restricted or prohibited by Applicable Law, Owner shall reasonably cooperate with City to receive deliveries at other times, and in particular when necessary because of natural disasters or other special circumstances. The additional cost of such extended operating hours shall be borne by City if solely directed by City or partially if City is not the sole requestor. Such additional cost shall be mutually agreed upon by both parties in advance.

5. COMPENSATION TO OWNER

5.1 Disposal Fee.

5.1.1 Residual Solid Waste and Municipal Solid Waste. For Residual Solid Waste and Municipal Solid Waste delivered to the Facility or Other Facilities and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is or becomes imposed on or payable by the Facility or Other Facilities. In the event of an emergency situation, the Owner shall not be entitled to an adjustment to the Disposal Fee shown in Exhibit A, except as otherwise provided in this Agreement.

5.1.2 Biosolids. For Biosolids delivered to the Facility and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is applicable or becomes imposed on or payable by the Facility or Other Facilities.

5.1.3 Treated Wood. For Treated Wood delivered to the Facility and accepted by Owner, City shall pay the Disposal Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee to the extent such fee is applicable or becomes imposed on or payable by the Facility.

5.1.4 Food Waste. For Food Waste delivered to the Sun Valley Recycle Park and accepted by Owner, City shall pay the Food Waste Processing Fee for each ton at the rates as shown in Exhibit A, as may be adjusted. City shall in addition to the Disposal Fee, as adjusted, pay Owner the applicable County Integrated Waste Management Plan Fee, to the extent such fee is applicable or becomes imposed on or payable by the Facility.

5.1.5 Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids Originating Outside Ventura County but within the State of California. For Residual Solid Waste, Municipal Solid Waste, Treated Wood and Biosolids delivered to the Facility or Other Facilities, as applicable, and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the applicable Disposal Fee as set forth in Sections 5.1.1, 5.1.2, and 5.1.3, any applicable County Integrated Waste Management Plan Fee, and in addition any applicable state, county or local taxes, fees and charges for such material.

5.1.6 Food Waste Originating Outside Ventura County but within the State of

California. For Food Waste delivered to the Sun Valley Recycle Park and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the Disposal Fee set forth in Sections 5.1.4, any applicable County Integrated Waste Management Plan Fee, and any other applicable state, county or local taxes, fees and charges for such material.

5.2 Fee for Other Wastes. Notwithstanding any other provision of this Agreement, City and Owner may make separate written agreements as to service and fees relating to waste materials other than Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids, or Food Waste, including, but not limited to, Construction Debris, Bulky Waste, Designated Waste, or Yard Waste.

5.3 New or Increased Taxes, Fees and Charges Adjustment. The Disposal Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any new or increased fees (to the extent they become imposed on or payable by the Facility or Other Facilities), assessments or taxes (not including income taxes and ad valorem property or possessory interest taxes, which are the responsibility of Owner) imposed directly on the Facility's or Other Facilities' operations by any federal, state or local governmental authority after the Effective Date (collectively, the "Additional Fees"), upon thirty day's advance written notice from Owner and a statement of basis for the adjustment. Notwithstanding the above, if any new or increased fees results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services or other terms and conditions to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement, there shall be no Disposal Fee increase for the then-remaining term of the Agreement.

5.4 Change in Law Adjustment. The Disposal Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any increased costs of operation of the Facility or Other Facilities arising from a Change in Law after the Effective Date, upon thirty (30) day's advance written notice from Owner and a statement of basis for the adjustment. Notwithstanding the above, if a change in law results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services or other terms and conditions to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement, there shall be no Disposal Fee increase for the then-remaining term of the Agreement.

5.5 Annual Adjustment. The annual price adjustment for the Disposal Fee and Food Waste Processing Fee shall be based on the CPI and shall first be effective July 1, 2021 and on

July 1 of each subsequent year during the Term of this Agreement. The Disposal Fee shall be increased on July 1 by the percentage increase in the annual average CPI for the preceding January to December. These calculations are mathematically and hypothetically illustrated for the first CPI adjustment (July 2021) as follows in Exhibit B.

5.6 Billing and Payment Procedure. On or before the 20th day of each month, Owner shall submit to City an invoice for Disposal Fees, Food Waste Processing Fees and for any applicable additional charges such as state, county and local fees as allowed by the terms of this Agreement for the prior calendar month for Residual Solid Waste, Municipal Solid Waste, Treated Wood, Biosolids or Food Waste delivered to Owner's Facility and Other Facilities, as applicable. Payment shall be due thirty (30) days from City's receipt of the invoice. If City disputes any amount billed by Owner, City shall provide written objection within twenty (20) days of receipt of the invoice containing the disputed amount. City shall pay any amount not in dispute on the due date as provided in this section. The parties shall promptly attempt to resolve any dispute, but in the event the dispute is not resolved, either party may pursue legal action. Invoices related to Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Food Waste and other materials will be submitted to:

City of Oxnard
Environmental Resources Division Manager
111 S. Del Norte Blvd.
Oxnard, CA 93030

Invoices related to Biosolids will be submitted to:

City of Oxnard
Wastewater Division Manager
6001 Perkins Road
Oxnard, CA 93033

6. INDEMNITY AND INSURANCE

6.1 Indemnification of City. Owner shall indemnify defend and hold harmless City and its member agencies, officers, directors, employees, agents, representatives and the members of City's and City's member agencies and legislative bodies, from and against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against City or incurred by City, known or unknown, contingent or otherwise ("Indemnified Claims"), directly or indirectly, arising from occasioned by, or related to Owner's performance of, or its failure to perform its obligations under this Agreement or Applicable Law. Owner shall defend City at Owner's sole cost and expense, including, but not limited to, reasonable attorneys' fees, direct litigation costs and expert witness and consultant fees, in any legal or administrative action or proceeding based upon any such liability, demand, claim, cost, loss, damage, recovery, settlement or expense. Owner shall select

legal counsel in any matters in which City is indemnified hereunder, subject to the reasonable approval of City. Such legal counsel may also be counsel for Owner.

Notwithstanding the above, the foregoing indemnity shall not apply to Indemnified Claims that directly or indirectly, arise from, are occasioned by, or relate to the active negligence or intentional acts or omissions of City, or its member agencies and each of their officers, directors, employees, representatives, subcontractors or agents, occurring in the course of City's performance of, or failure to perform, its obligations under this Agreement, acts or omissions in violation of Applicable Laws or the delivery of Non-Conforming Waste to the Facility or Other Facilities. This obligation shall survive termination of the Agreement.

6.2.1 Indemnification of Owner. City shall indemnify defend and hold harmless Owner and its parent companies, partners, members, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees, agents, representatives and successors and assigns from and against any and all liability, demands, claims, costs, losses, damages, penalties, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against Owner or incurred by Owner, known or unknown, contingent or otherwise, directly or indirectly, arising from occasioned by, or related to the sole negligence or intentional acts or omissions of City, or its member agencies and each of their officers, directors, employees, representatives, subcontractors or agents, occurring in the course of its performance of, or failure to perform, its obligations under this Agreement, including acts or omissions in violation of Applicable Laws, or the delivery of Non-Conforming Waste to the Facility or Other Facilities.

6.3 Insurance.

6.3.1 City is self insured under provisions of California Law for amounts up to $1,000,000 for automobile and general liability purposes, and up to $300,000 for workers' compensation purposes. With respect to insurance above these amounts, City is a member of an organization of California cities that pool risk. City will, upon written request, provide Owner such documentation as appropriate to evidence and describe City's insurance arrangements.

6.3.2 Owner's Insurance Coverage. Owner shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the Insurance Exhibit INS-Z, which is attached hereto and incorporated herein by this reference. Owner shall, before performance of any services under this Agreement, file with the City's Risk Manager evidence of insurance coverage as specified in Insurance Exhibit INS-Z. Maintenance of insurance coverages by Owner is a material element of this Agreement. Owner's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

7. DEFAULT BY CITY

7.1 Right to Suspend or Terminate Upon Default. City shall be in default under this Agreement and Owner shall have the right to suspend or terminate this Agreement in the event City fails to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from Owner specifying the breach; provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as it promptly commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of City designated in Section 9.5.

7.2 Owner's Remedies Cumulative. Owner's rights to suspend or terminate this Agreement under Section 7.1 are not mutually exclusive, and Owner's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that Owner may have.

8. DEFAULT BY OWNER

8.1 Right to Suspend or Terminate Upon Default. Owner shall be in default under this Agreement and City shall have the right to suspend or terminate this Agreement in the event Owner fails to accept and dispose of Residual Solid Waste, Municipal Solid Waste, Treated Wood, or Biosolids as required by Section 4 or otherwise fails to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from City specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, Owner shall not be in default so long as Owner commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of Owner designated in Section 9.5.

8.2 City's Remedies Cumulative. City's rights to suspend or terminate this Agreement under Section 8.1 are not mutually exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that City may have.

9. OTHER AGREEMENTS OF THE PARTIES

9.1 Relationship of Parties. The parties intend that Owner shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venturer with City. No employee or agent of one party shall be or shall be deemed to be an employee or agent of the other party. Except as expressly provided herein, Owner shall have the exclusive control over the manner and means of conducting the disposal services performed under this Agreement and all persons performing such services; further, that City shall have the exclusive

control over the manner and means of delivering waste material to the Facility or the Other Facilities and all persons performing such services pursuant to this Agreement. Each party shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither party nor any of its officers, employees, subcontractors or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the other party's employees by virtue of their employment with such party.

9.2 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California without reference to its conflicts of law principles.

9.3 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any right on any Persons other than the parties to it and their representatives, successors and permitted assigns.

9.4 Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

9.5 Notice. Except as provided otherwise herein, any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or within three (3) days of mailing. Notices shall be given to the parties at the following addresses:

To Owner:
District Manager
Simi Valley Recycling and Disposal Facility
2801 N. Madera Road
Simi Valley, CA 93065-6208

With a Copy to:
Waste Management – Southern California Market Area
9081 Tujunga Avenue
Sun Valley, CA 91352
Attn: Legal Counsel

To City:
City of Oxnard
Environmental Resources Division Manager
111 S. Del Norte Blvd.
Oxnard, CA 93030

With a Copy To:
City of Oxnard
City Attorney
300 West Third Street
Oxnard, CA 93030

Either party may change the location of individuals for receipt of notices hereunder by providing written notice to the other party as aforesaid.

9.6 Approvals. Except as provided otherwise herein, whenever this Agreement calls for the consent, review, approval, action or permission of a party, such party shall act reasonably under the circumstances, and such consent, review, approval, action or permission shall not be arbitrarily or unreasonably taken, given, withheld, exercised or delayed.

9.7 Force Majeure.

9.7.1 Neither Owner nor City shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake, severe weather, fire, storm, freezing, pandemics, quarantines or other similar natural disasters or catastrophic events), war, insurrection, riot, acts of any government (including judicial action), condemnation or other taking by a governmental entity, Change in Law, labor unrest (including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Owner's employees or directed at Owner or third parties) or other similar causes which are not the fault of, and beyond the reasonable control of, the party claiming excuse from performance.

9.7.2 Any interruption or discontinuance of Owner's ability to accept and dispose of materials at the Facility or Other Facilities caused by one or more of the events described in this section shall not constitute an event of default by Owner under this Agreement.

9.7.3 If either City's or Owner's performance is affected by any such event, it shall give written notice to the other party as soon as it is reasonably practical and further, shall diligently attempt to resolve such condition.

9.8 Authority of City. City hereby represents it has the power and authority to execute this Agreement and to be bound by the terms and conditions contained herein. City further represents that it has the authority to direct the disposal of materials at the Facility or Other Facilities on behalf of City during the entire Term hereof.

9.9 Other Remedies. In addition to the other remedies expressly provided for elsewhere herein, the parties may exercise any and all rights and remedies provided by law or equity for any breach of this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement. This Agreement represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

10.2 Section Headings. The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement and not to alter or affect its provisions.

10.3 Interpretation. This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

10.4 Amendment. This Agreement and any provision thereof may not be modified or amended in any respect except by a writing signed by the parties.

10.5 Severability. If any provision of this Agreement is for any reason deemed to be invalid, and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

10.6 Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret any of the terms of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

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

10.8 Successors/Assignment. This Agreement shall bind the successors, assigns and legal representatives of the parties. This Agreement may not be assigned by either party without the advance written consent of the other, which consent shall not be withheld unreasonably nor required for an assignment to an affiliate of Owner. In determining whether to grant or withhold consent a party may consider the financial strength of the proposed assignee as compared to the financial strength of the party seeking assignment, the experience and reputation of the assignee in the industry, and such other factors as are commercially reasonable.

10.9 Recitals. The recitals to this Agreement are hereby incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date and year first above written.

CITY OF OXNARD

☐ John C. Zaragoza[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ _____, Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

WASTE MANAGEMENT OF CALIFORNIA, INC.

Larry Metter,[2] President – Southern California Area Date

Pete Demolder, Asst. Sect. Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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

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

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

EXHIBIT A
DISPOSAL FEES AT FACILITY
EFFECTIVE_____, 2021 THROUGH JUNE 30, 2021

Material	Disposal Rate Net of Government Fees ($/Ton)	Government Fees[a] ($/Ton)	Total Rate Including Government Fees ($/Ton)
Residual Solid Waste/MSW	$22.04	$6.95	$28.99
Biosolids	$66.62	$6.95	$73.57
Treated Wood	$76.55	$6.95	$83.50

[a]Government Fees reflect all per-ton state, county and local fees, taxes and charges as of the Effective Date. The sum of $6.95 per ton is comprised of a California Recycling Fee of $1.40 per ton, Ventura County Solid Waste Fee of $3.38 per ton, Ventura County Waste Control Fee of $1.17 per ton, and City of Simi Valley Host Fee of $1.00 per ton (as may be adjusted).

DISPOSAL FEES AT OTHER FACILITIES
EFFECTIVE _____, 2021 THROUGH JUNE 30, 2021

Landfill	Material	Disposal Rate Net of Government Fees ($/Ton)	Government Fees[a] ($/Ton)	Total Rate Including Government Fees ($/Ton)
Palmdale Landfill	Residual Solid Waste and Municipal Solid Waste	$28.65	$4.35	$33.00
Lancaster Landfill	Residual Solid Waste and Municipal Solid Waste	$21.30	$11.70	$33.00
El Sobrante Landfill	Residual Solid Waste and Municipal Solid Waste	$27.81	$5.19	$33.00

[a] Government Fees reflect all per-ton state, county and local fees, taxes and charges as of the Effective Date.

- The sum of $4.35 per ton for Palmdale Landfill is comprised of $1.40 per ton California Recycling Fee per ton, $0.41 per ton Los Angeles County Regulatory Fee, $1.50 per ton Los Angeles County Solid Waste Management Fee, and $1.04 per ton City of Palmdale Host Fee (as may be adjusted).
- The sum of $11.70 for Lancaster Landfill is comprised of $1.40 per ton California Recycling Fee, $0.41 per ton Los Angeles County Regulatory Fee, $1.50 per ton Los Angeles County Solid Waste Management Fee, $0.29 per ton Diversion Programs Fee, $0.12 per ton Illegal Dumping Fee, $2.34 per ton surcharge for waste received from outside the area designated as the Antelope Valley, $0.58 per ton Los Angeles Regional

Planning Fee Parks and Recreation, $0.59 per ton Los Angeles Regional Planning Fee Department of Public Works, $1.17 per ton Los Angeles County Public Works Fee, and $3.30 per ton Los Angeles County Tax at 10% of the tip fee (as may be adjusted).

- The sum of $5.19 for El Sobrante Landfill is comprised of $1.40 per ton California Recycling Fee and $3.79 per ton Riverside County Host Fee (as may be adjusted).

FOOD WASTE PROCESSING FEES

EFFECTIVE _____, 2021 THROUGH JUNE 30, 2021

Facility	Material	Disposal Rate Net of Government Fees ($/Ton)	Government Fees[a] ($/Ton)	Total Rate Including Government Fees ($/Ton)
Sun Valley Recycle Park	Food Waste	$124.29	$0.71	$125.00

[a]Government Fees for all per-ton state, county and local fees, taxes and charges as of the Effective Date. The sum of $0.71 per ton is comprised of $0.41 per ton City of Los Angeles business tax and $0.30 per ton Clean Air Incentive/Host Fee (as may be adjusted).

EXHIBIT B

CPI ADJUSTMENT FORMULA AND EXAMPLE RATE ADJUSTMENT METHODOLOGY

CPI Adjustment = Á x (B-C) / C

A = Disposal Fee, Effective Date (Disposal Fee) = $28.92 (for example purposes, calculation would be made for each rate in the rate matrix)

B = 2020 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Long Beach-Anaheim 1982-1984=100, not seasonally adjusted) = 242.564 (a hypothetical value for example only)

C = 2019 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Long Beach-Anaheim 1982-1984=100, not seasonally adjusted) = 236.648

July 2021 Disposal Fee CPI Adjustment = 1.025% or $0.72

July 2021 Disposal Fee = Disposal Fee + CPI Adjustment = $28.92 + $0.72 = $29.64

INSURANCE REQUIREMENTS FOR FACILITY OPERATORS
(SOLID WASTE)

1. Operator shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Operator, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $5,000,000 per occurrence for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $5,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Operator shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-Z. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Operator agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned, occupied or used by Operator; or automobiles owned, leased, hired or borrowed by Operator. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-Z or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 <u>and</u> CG 2037).**

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

6. Any deductibles or self-insured retentions must be declared to the Risk Manager.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-Z.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT. [x] LIQUOR LIABILITY				GENERAL AGGREGATE $5,000,000 PRODUCTS COMP/OP AGG. $5,000,000 PERSONAL & ADV. INJURY $5,000,000 EACH OCCURRENCE $5,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $5,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				LIMIT OF INSURANCE

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE_____

SAMPLE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

APPLICABILITY.

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & CONTRACTORS PROTECTIVE

❒ Claims Made
Retroactive Date _____
❒ Occurrence

OTHER PROVISIONS

COVERAGES

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒_____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

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

Name:_____

Address: _____

_____

Telephone:_____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____)_____ Date Signed _____

City of Oxnard
Request for Proposals
(RFP# ER 20-96)

For Solid Waste Disposal Services

Bid Close Date: July 29, 2020 at or before 2:00 p.m. PT

City of Oxnard
Purchasing Division, Finance Department
300 West Third Street
Oxnard, CA 93030
Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/
City Website: https://www.oxnard.org/

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4.4 Transfer Trailer Load Information
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B. PROPOSAL GUIDELINES

Tab A – Proposal Checklist
Tab B – Acknowledgement
Tab C – Company Profile/ Experience
Tab D – Scope of Services
Tab E – References
Tab F – Cost/Budget Narrative
Tab G – Proposer Attachment

Attention Proposers: please complete these documents and upload as part of your response.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Table 1: Proposed Timeline

DATE	ACTIVITY
June 17, 2020	Release of Solicitation
July 7, 2020	Last day for Questions by Proposers Proposer inquires must be submitted online: Public Purchase website.
July 29, 2020	Submission of the Proposal is to be uploaded to the Public Purchase website at or before by **2:00 p.m. PT**
July 30, 2020 to September 10, 2020	City evaluates Proposals and seeks clarification from Proposers, as needed, and intends to short-list proposers
September 11, 2020 to October 19, 2020	City completes negotiations with the short-listed Proposers
October 20, 2020	City presents recommendation(s) to the Public Works & Transportation Committee
November 3, 2020	City Council approval
November 15, 2020	Contracted work begins

The above dates are tentative and are subject to change as necessary.

2.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

3.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for five years, from November 15, 2020, or effective upon signature of an Agreement by both parties, unless terminated earlier, and shall continue until the close of business on November 14, 2025 (the "Initial Term"). Thereafter, the period of performance may be extended beyond the Initial Term for one or more additional terms (the "Successive Term"), for a time period to be determined by the parties, upon mutual written agreement of the parties made not less than sixty (60) days prior to the end of the Initial Term or any Successive Term.

4.0 INTRODUCTION

The City of Oxnard's Environmental Resources (ER) Division is responsible for collection, processing, and transfer of residential, commercial, and industrial solid waste, recyclables, and organic/greenwaste within the City boundaries. The ER Division also operates the City's Del Norte Regional Recycling and Transfer Station (Del Norte) which is a material recovery facility (MRF). The Del Norte facility is permitted to accept 2,779 total tons per day of solid waste, recyclables, and organic/greenwaste material. Currently, the Del Norte facility receives, processes, and transfers an average of 1,100 tons per day of solid waste. The City also direct hauls tonnage to landfill from New-Indy Containerboard. The City of Oxnard invites proposals from qualified contractors to provide solid waste disposal services for municipal solid waste transported from Del Norte, New-Indy Containerboard, and/or other facilities within the City of Oxnard.

The City's primary goal for the RFP contractor selection process is to obtain low-cost disposal services for handling of the City's solid waste for five (5) years. The services are scheduled to commence on November 15, 2020. The City's solid waste tonnage delivered to landfills for the year ended December 31, 2019, was 266,066 tons of MSW from Del Norte and 24,582 tons of MSW from New-Indy Containerboard. All proposers must provide a proposal for disposal services in accordance with the RFP requirements.

A secondary goal of the City is to explore options for enhanced services, such as the optional services described in this RFP, or additional optional services as proposed. These optional services, which may be exercised at the City's sole option, include but are not limited to the disposal of treated wood and biosolids, and the diversion of greenwaste, food waste, concrete, bulky wood, tires, asphalt, construction and demolition materials.

4.1 RFP Overview

The City's current agreements for solid waste disposal services with Simi Valley Landfill and Toland Road Landfill expire on November 14, 2020. As a result, the City needs to identify viable, cost-effective options for future solid waste disposal services and enter into a contract with a company(ies) to provide the services commencing November 15, 2020. The solid waste will be transported by the City, or its contracted transporters, from the City's Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard CA, 93030 and New-Indy Containerboard, 5936 Perkins Road, Oxnard, CA 93033 and/or other facilities. The transfer and transportation services will be performed by the City, or its contracted transporters. The City is accepting proposals from companies that can provide trash disposal services, at a minimum,

and one or more optional services at the disposal site. Proposals that present a partnering or subcontracting arrangement to provide other services are acceptable.

The City anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on November 15, 2020. The City's preferred agreement is a separate attachment discussed in the solicitation labeled "City's Preferred Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference. The Final Agreement(s) will be developed during the negotiation period.

Proposers are asked to provide, among other items, a proposal and pricing for landfill disposal services and/or one or more optional services if such services are currently operational and proposer can commit to providing these services to the City at the start of the Final Agreement. Proposers will be short-listed based on their initial proposed disposal rates and the City's total cost, including estimated transportation costs to the proposed disposal sites and consideration of the range of optional services. Optional services that may be exercised at the City's sole discretion include disposal of biosolids and treated wood, and the diversion of greenwaste, food waste, concrete and bulky wood.

The evaluation of short-listed proposers during the RFP process will consider the City's total cost for landfill disposal services, inclusive of transportation, as well as optional services. In addition, the selection of a preferred proposer(s) will be informed by the results of negotiating meetings with each short-listed proposer. The City's Public Works and Transportation Committee will identify the preferred proposer(s) for consideration by the City of Oxnard's City Council (City Council). Please see Section 6 of this document, labeled "Evaluation of Responses," for further detail.

4.2 Tonnage Delivered from Oxnard

Please reference Table 2 and Table 3 below for tonnage information from calendar year 2016 through calendar year 2019.

Table 2: MSW Disposal Tonnage

Calendar Year	MSW From Del Norte	MSW From New-Indy Containerboard	Total Disposal
2016	224,259	21,393	245,652
2017	234,417	20,908	255,325
2018	246,111	25,681	271,792
2019	266,066	24,582	290,648

Table 3: Additional Outbound Tonnage from Del Norte

Calendar Year	Greenwaste	Food Waste	Concrete	Treated Wood
2016	21,505	0	1,328	16.88
2017	22,441	250	993	14.84
2018	21,288	0	447	87.75

2019	20,043	828	120	52.12

4.3 Transfer Trailer Load Information

Table 4 contains information on the number of transfer trailer loads per month, total tons delivered, and average tons per load for the period beginning January 1, 2019 and ending on June 30, 2019.

Table 4: Transfer Trailer Load Information

Period	Number of Transfer Trailer Loads	Total Tons	Average Tons Per Load
January 2019	1,052	21,899	20.82
February 2019	941	19,581	20.81
March 2019	967	19,692	20.36
April 2019	983	20,261	20.61
May 2019	1,114	23,084	20.72
June 2019	1,030	21,487	20.86
Total	6,087	126,004	20.70

4.4 Future Impacts on Solid Waste

The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors may include, but are not limited to:

1. The effects of the economy;
2. Diversion programs/policies of the City;
3. The number of residents and residential housing units;
4. The number and types of businesses;
5. Participation levels of residents and businesses in various diversion programs;
6. Changes in collection and processing strategies and methods;
7. Rate-setting practices for collection services;
8. Recent and future federal, State, and local regulations;
9. Recycling and organic product market volatility; and,
10. Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, the City cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

The following is a summary of some specific program and policy conditions that may influence future solid waste tonnage levels:

1. AB 939, the 1989 State Integrated Waste Management Act, which established a goal for all cities in the State to divert 50% of its waste stream by 2000;
2. Construction and demolition recycling requirements adopted by the City and requirements of the California Green Building Standards Code (CAL Green);
3. The City's waste diversion initiatives; ordinances that may reduce disposal such as bans on specific materials; and other programs and policies;
4. AB 341, which the State passed in 2011, mandating recycling by multi-family and commercial businesses that generate four cubic yards or more of solid waste and setting a state-wide diversion goal of 75%;
5. AB 1826, which the State passed in 2014, requiring organics recycling for commercial and multi-family locations; and,
6. SB 1383, which the State passed in 2016, requiring a state-wide reduction of organic disposal volumes by 50% by 2020 and by 75% by 2025 and recovery of 20% of edible food by 2025.

5.0 Communications During RFP Process

In order to ensure that the decision-making in this very important RFP process is fully open to the public, all communications regarding this RFP shall be made exclusively through the Public Purchase website.

Proposers and their representatives are prohibited from contacting other City personnel or City Council members regarding matters related to this RFP and the award of this contract. Proposers and their representatives that contact other City personnel or City Council members after the City releases the RFP and throughout the evaluation period regarding this RFP process and contract award may have their proposals disqualified from consideration by review and action of the City Council. This prohibition does not apply to any formal interviews, public hearings, or agendized meetings in which City Council members or City personnel may participate.

6.0 Evaluation Method

This Section presents evaluation criteria that the City, its consultants, the Public Works & Transportation Committee, and/or City Council may use to evaluate and select one or more proposers for contract award (Evaluation Committee). The Evaluation Committee will review and consider only those proposals that are deemed responsive to this RFP and presented in the format as set forth in Tab A below. Failure to include any sections in the proposal may result in that proposal being deemed nonresponsive. During the scoring process, the City may contact the Proposer's references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's qualifications to perform the requested services or work. The City reserves the right to modify this process and the evaluation criteria in any way and at any time during the proposal and contractor selection process.

The City is seeking high quality, reliable and professional solid waste disposal services. The City's objective in evaluating proposals will be determining the proposal(s) that offer the best overall value to the City and its residents and businesses. For the purpose of determining a short-list of proposers, an initial evaluation of the proposals will be performed with a focus on the proposed disposal rates along with the City's estimated cost of transporting materials from Del Norte and New-Indy Containerboard to the disposal sites. The Evaluation committee will

estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of vehicle turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the total cost per ton. For proposers with landfills outside Ventura County, the City of Oxnard will be charged an Export Fee, per disposal ton, by the County of Ventura. The City will notify proposers via email and written notice as to whether their proposal has been short-listed for further evaluation.

Additional evaluation of the short-listed proposals will be conducted. The potential factors that may be considered when evaluating the disposal services and optional services include, but are not limited to, the items below. Some or all of these factors may be considered by the City, its consultants, and/or the Public Works & Transportation Committee, and other factors not listed below may also be considered.

- Responsiveness to the RFP
- Company qualifications including, but not limited to:
    - Extent of relevant experience.
    - Financial strength.
    - Past performance record (e.g., litigation history, regulatory compliance track record, experience modification factor, etc.).
- Disposal site considerations such as, but not limited to:
    - Facility Location and Accessibility - Reasonableness of site location and accessibility for City transfer vehicles and related cost impacts.
    - Permitted Capacity – Adequacy of the permitted capacity for the length of the contract, including review of the Solid Waste Facility Permit, Remaining Life Assessment Report, and annual waste acceptance data reported to State or County.
    - Permit standing – all required permits are valid without violations.
    - Closure/Post-Closure - Adequacy of financial means to responsibly manage and perform closure and 30-year post-closure care requirements.
    - Whether City vehicles can bypass public lines at the gatehouse.
    - Whether the landfill clears access roads of nails and other objects that may puncture tires.
    - Additional safety features, etc.
- Ability to provide cost effective Optional Services.
- Proposed disposal rates factoring in City's estimated cost of transporting materials from Del Norte to the proposed facility(ies).
- Acceptance of key terms of the Future Agreement.

Please note that for the purposes of evaluating the proposed rates for disposal services and optional services, the City may develop its own estimation of the future tonnage levels and use

its assumptions to compare each proposer's rate proposal to the others by examining estimated annual costs. In addition, the City will develop its own estimation of the cost of transporting materials from Del Norte to the proposed facility(ies) and factor the estimated transportation cost into its analysis of the overall cost of solid waste disposal.

7.0 Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Issue addenda and amend this RFP and proposed terms of the Future Agreement;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Withdraw this RFP;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Reject a proposal that is given the highest quantitative scoring in the evaluation process (if a scoring process is used) if it is not in the best interest of the City and/or its residents and businesses;
- Reject any or all proposals or portions of proposals;
- Select one or more proposers for disposal services;
- Select proposer(s) based on a combination of its qualitative and quantitative attributes;
- Select proposer(s) with or without further discussion or negotiation;
- Contract with the disposal site provider(s) for one or more of the optional services;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate non-propriety programs proposed by others;
- Negotiate with selected proposer(s) for a later commencement date; and
- Issue subsequent RFP(s) or Request(s) for Proposals for the same, similar, or related services at a later date.

Take other actions the City deems is in the best interest of the City and/or its residents and businesses.

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled **"Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: **Waste Management of California, Inc., dba Simi Valley Landfill and Recycling Center**

Service to provide: **Solid Waste Disposal Services and Treated Wood**

Main Point of Contact: **Scott Tignac, District Manager**

E-mail: stignac@wm.com **Phone: 805-579-7478**

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
☑ Tab A:	Proposal Checklist *(this page)*	11-12
☑ Tab B:	Acknowledgements	12-13
☑ Tab C:	Company Profile/ Experience	13-18
☑ Tab D:	Scope of Services	18-27
☑ Tab E:	References	28-30
☑ Tab F:	Cost/Budget	30-32
☑ Tab G:	Proposer Attachment	33-50

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Larry Metter, a duly authorized agent of Waste Management of California, Inc.

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Waste Management of California, Inc.

Name of Organization

by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Larry Metter Date: 7/27/2020

Title of Agent/Officer: Larry Metter, President-Southern California Area

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

   All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The City's preferred agreement is a separate attachment discussed in the solicitation labeled "City's Preferred Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

   The following contractual terms are **non-negotiable:**

   a. Termination
   b. Indemnification
   c. Insurance
   d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:
PROPOSER'S RESPONSE: No clarifications, exceptions or deviations.

2. **Evidence of Insurability/Business Licenses**

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new company/firm/contractor, upon termination or expiration of this agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. If the proposer is relying on a subcontractor(s) to provide the disposal services and/or optional services, the proposal shall include both the proposer's and its subcontractor's responses. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE:

Waste Management of California, Inc., dba Simi Valley Landfill and Recycling Center
Waste Management of California, Inc. is a corporation

2. Company overview and disclosure of services or activities performed, including:

   a. Confirm that proposer is authorized to do business in California.
   b. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision-making process, please indicate the owners of the company and if any contributions were made to any Oxnard elected officials.
   c. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   d. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   e. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
   f. Identify other entities with common ownership and/or management
   g. Describe all services to be performed by subcontractors or affiliated companies and identify each subcontractor by full name and principal business address.

a. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. is authorized to do business in the State of California.

b. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. has not given political contributions to any Oxnard City elected officials in the past five years.

c. ***PROPOSER'S RESPONSE:***
Larry Metter, President-Southern California Area
Doug Corcoran, Vice President
Pete Demolder, Vice President and Assistant Secretary
See Tab G Attachment 2 for Organizational Chart and Slate of Officers

d. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. dba Simi Valley Landfill and Recycling Center has been operating under its current name and providing similar services as those proposed for more than 30 years.

e. ***PROPOSER'S RESPONSE:***
Simi Valley Landfill and Recycling Center is located at 2801 N. Madera Rd, Simi Valley, CA 93065
Scott Tignac, District Manager
Michael Dudley, Operations Supervisor
Kris Gondrez, Environmental Manager

f. ***PROPOSER'S RESPONSE:***
USA Waste of California, Inc.,
9081 Tujunga Avenue
Sun Valley, CA 91352

Waste Management Recycling and Disposal Services of California, Inc.
9081 Tujunga Avenue
Sun Valley, CA 91352

PROPOSER'S RESPONSE:
Food Waste processing will be performed by an affiliate, Waste Management Recycling and Disposal Services of California, Inc. dba Sun Valley Recycling Park (SVRP), located at 9227 Tujunga Ave. Sun Valley, CA 91352. SVRP is a state-of-the art recycling facility that will be operational in Q4 2020. Food Waste will be delivered by City directly to SVRP. At the SVRP, loads of food waste and other organics will be dumped separately from MSW and Recyclables, then loaded into an OREX press. The OREX will separate organic material from the non-organic material in unprocessed loads. Separated organic material will be transferred to an anaerobic digestion facility in Rialto where it will be mixed into a slurry and converted into renewable natural gas.

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE:
Waste Management of California, Inc. has nothing to report for this section.

4. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

PROPOSER'S RESPONSE:
See Tab G Attachment 3 – Confidential Disclosure

5. Describe notices of violation (NOVs) issued by California Department of Resources Recycling and Recovery (Cal Recycle) currently pending, or that have occurred in the past three years at the proposed disposal site, along with how the NOVs were remediated.

PROPOSER'S RESPONSE:
Waste Management of California, Inc. has nothing to report for this section.

6. Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, State, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.

PROPOSER'S RESPONSE :
Cal Recycle- Ted Tasiopoulos Environnemental Scientist (916) 341-6084

Ventura County Environmental Health – Gina Libby LEA (805) 654-2859

Los Angeles Regional Water Board – Enrique Casas Engineering Geologist (213) 620-2299

Ventura County Air Pollution Control District – Zach Jirkovsky Air Quality Specialist (805) 645-1409

Ventura County CUPA - Melissa Custer (805) 654-3056

Ventura County Building & Safety – David Hansen (805) 582-8064

7. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE:
Doug Corcoran – dcorcora@wm.com
Mike Hammer – Mhammer@wm.com
Larry Metter – lmetter@wm.com;

8. Provide documentation or proof of the proposer's worker's compensation experience modification rating.

PROPOSER'S RESPONSE:
See Tab G – Attachment 4

9. Initially, proposers must provide the following financial information in the proposal for the proposer or, if a corporate guaranty is to be provided, for the guarantor:
   a. Annual revenue from the most recently completed financial statements;
   b. Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements; and,
   c. Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.

In lieu of providing the information requested in bullets 8.a through 8c of this Subsection, public agencies shall report the following:

d. Total revenues and expenses for the proposed landfill for 2019, or for the enterprise fund that manages the proposed landfill.

If selected for further consideration, proposers must be prepared to submit financial statements upon which this requested financial information is based within five (5) business days of the request for the most recently completed fiscal year. All such statements would need to be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis, and must include a statement by the chief financial officer of the proposer's company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements, and cash flow statements, since the date on which they were prepared. If requested to submit financial statements, the proposer may submit a single copy of its financial statements stamped "confidential" with a written request that it be returned to the proposer after the proposal process is complete. The City will attempt to maintain the confidentiality of such a request, although confidentiality cannot be guaranteed.

Prior to award, the selected proposer may be required to submit "reviewed" or "audited" financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with either the City or its consultant if requested.

a. ***PROPOSER'S RESPONSE:***
Waste Management's 2019 Annual Revenue was $15,455B ($15.46 Billion)
Waste Management is prepared to submit financial statements upon which this information and the information provided in 9.b and 9.c. are based within five (5) business days of request.

b. ***PROPOSER'S RESPONSE:***
Waste Management's Current Assets to Current Liabilities ratio is as follows:
As of December 2019, Waste Management's Current Assets = $6,209 million. Current Liabilities = $3,144 million. Giving Waste Management a *current asset* ratio of 1.97:1 at the end of 2019.

c. ***PROPOSER'S RESPONSE:***
As of December 2019, Waste Management's Total Liabilities = $20,673 million. Total Assets = $27,743 million. Waste Management's *total liabilities to total assets* was 74.5% at the end of 2019

d. ***PROPOSER'S RESPONSE:***
Waste Management of California, Inc. is not a public agency.

10. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the key organizational personnel that will actively participate and contribute their skills to this project. At a minimum, key personnel shall include the owners (if privately held and not publicly traded), the individual authorized to enter into this disposal agreement for the proposing entity, the general manager for the landfill operations and the primary contract manager (e.g., primary liaison with the City), or other personnel with similar

titles.

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Certifications/licenses, if applicable
c. List other pertinent information that will assist in evaluating Proposer's qualifications

PROPOSER'S RESPONSE: See Tab G – Attachment 5

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Disposal Services

1. Proposer shall provide an executive summary to introduce its proposal, briefly summarize the proposed disposal services, and optional services (if any), and highlight any unique aspects of its approach. In addition, the executive summary can be used to describe any additional programs, enhancements, or other innovations proposed.

PROPOSER'S RESPONSE:
See Tab G Tab 6 – Executive Summary

2. Identify the landfill name, location, owner, and operator. Provide a copy of the Solid Waste Facility Permit.

PROPOSER'S RESPONSE:
Simi Valley Landfill and Recycling Center, owned and operated by Waste Management of California, Inc.
See Tab G Attachment 7 for copy of the Solid Waste Facility Permit 56-AA-0007

3. State the permitted and remaining lifetime capacity of the site and the forecasted closure date of the landfill. Provide the average daily tonnage received over the past year and the permitted daily tonnage. Provide the Remaining Life Assessment Report, which is typically submitted annually to CalRecycle by each landfill site.

PROPOSER'S RESPONSE:

Permitted Capacity: 119.36 MCY
Remaining Capacity: 80 MCY
Forecasted Closure: 2062
Permitted Daily Tonnage:

- Current permit: 6,000 TPD Disposal, 6,000 TPD Recycle, combined not to exceed 9,250 TPD
- New permit TBD 7/2021: 8,000 TPD Disposal, 8,000 TPD Recycle, combined not to exceed 12,000 TPD

Average daily tonnage 7/1/19 – 6/30/20 (312 operating days) includes current volume from Oxnard

- Disposal 3,800 TPD
- Total 6,300 TPD

See Tab G – Attachment 8 for Annual Status Report

4. Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility (e.g. City vehicles can bypass public lines at the gatehouse, landfill clears access roads of nails and other objects that may puncture tires, additional safety features, etc.)

   See Response below.

PROPOSER'S RESPONSE:

Simi Valley Landfill & Recycling Center (SVLRC) is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. Our key focus is on customer safety, efficiency and environmental compliance. In 2017, our entrance facilities were renovated to include 7 lane entrance / exit Road. A new scale house featuring 4 scales. Scales are equipped with unattended kiosks that allow drivers to self-check in and receive ticket in less than 1 minute. Oxnard Drivers currently use this system from the safety of their truck cab.

Roads to disposal locations are paved or maintained gravel for smooth all weather access. Roads are swept daily and landfill support vehicles are equipped with magnets to remove nails and metal objects. Landfill constructs all-weather working areas to operate safely and efficiently in the rain and wind. SVLRC has had zero closures due to wind, rain or other natural disasters in the last 5 years. Our permit allows SVLRC to open holiday's and Sundays as needed. Our roads feature safety signage to remind drivers of the importance of safety while on site. In addition, regular safety campaigns are held to provide drive safety education. All tipping lanes are separated by barriers to ensure driver safety while dumping and a proactive "All-Stop" system in place to stop unsafe conditions.

SVLRC staff always includes several members that are CPR/First Aid certified should customers, staff and other users/visitors experience an emergency.

In addition to the operational and maintenance features noted above, SVLRC includes many unique features that enhance the local environment and community.

- Nearly 40% of incoming material is diverted from disposal
- SVLRC has been designated a Wildlife Habitat Preserve by the Wildlife Habitat Council
- Pollinator Garden maintained on site to provide native plant pollination access, wildlife nesting and roosting
- More than 400 native plants have been planted around the site
- Educational tours available to all to inform the community of principles of responsible waste and recycling management and to educate interested parties about their local native environment
- Bee boxes are located at the Pollinator Garden to provide homes for bees to pollinate and preserve the native plants nurtured there
- Barn Owl boxes are located throughout the SVLRC to provide safe haven for this majestic species – note: as a bonus, the owls are effective rodent control.
- Bird control is conducted by a local Falconer, thereby eliminating the need for noisy bird guns or cannons
- SVLRC has dedicated 500 acres for open space and wildlife conservation – an additional 326 acres were sold to the Nature Conservancy for additional open space preservation and the protection of a critical wildlife corridor beneath the 118 freeway
- Host Fee that has supported the local free clinic that serves part of the community with the greatest need

In essence, by choosing to use SVLRC for disposal and diversion services, customers not only receive world-class services, they also make an investment in Ventura County's environment and community.

5. Identify operating hours and days for accepting materials, including holidays.

PROPOSER'S RESPONSE:

- Permitted: 365 days 6:00 am – 8:00 pm
- Current Operating Hours:
  - Monday – Saturday 6:30 am – 5:30 pm
  - Every 3rd Sunday 10:00 am – 4:00 pm
  - Observe New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

6. If the capacity to be guaranteed to the City relies on an expansion of the landfill and/or some type of permit modification, describe the expansion plans and permit modification process, additional capacity to be constructed, schedule for expansion and permitting process, and status of the expansion plan.

PROPOSER'S RESPONSE:
Simi Valley Landfill & Recycling Center (SVL) is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. No additional permitting required to accept Oxnard's MSW and treated wood. SVL's capacity guarantee to the City does not require any special expansion plans or permit modification.

7. Provide documentation demonstrating financial assurance for closure and post-closure care.

PROPOSER'S RESPONSE: See Tab G – Attachment 9 Financial Assurance

8. Provide a description of how on-site greenhouse gas (GHG) emissions are managed. Describe landfill gas (LFG) capture methods and how the harvested methane is being used.

See Response below:

PROPOSER'S RESPONSE:

SVLRC manages GHG emissions in multiple ways at multiple points:

Landfill gas is captured through a network of over 240 landfill gas wells. These wells are connected to two Ultra low emission 165 MMBTU/hr flares via piping headers that run along the east and west of the landfill. The landfill gas control system includes a state-of-the-art Sulfur treatment system. The capture and destruction of the landfill and GHGs are conducted according to the site's permit by Ventura County Air Pollution Control District.

The landfill cover's integrity is checked monthly via visual inspections. Surface emissions monitoring is conducted quarterly by a third-party firm. Mitigation for any emissions discovered in excess of regulatory and permit limits is immediately initiated. Any areas requiring mitigation are checked for compliance 10-days after being addressed and re-checked 30-days after being addressed to ensure success.

All heavy equipment used on-site will be powered with Tier 4 engines as of May 2022 to reduce emissions.

SVLRC has an **Idling Policy** that limits idling time for heavy equipment to no more than 5-minutes to reduce GHG emissions due to non-productive time and the intrinsically less efficient combustion that occurs during idling. All Heavy Equipment Operators at the site are trained on this policy at the start of employment and annually, thereafter.

Scales are equipped with unattended kiosks that allow drivers to self-check in and receive ticket in < 1 minute. Oxnard Drivers currently use this system form the safety of their truck cab. This greatly reduces idling time and associated emissions at the scales.

Although it is not part of this proposal, **SVLRC includes green waste processing** that is operated by Agromin, a local composter/soil product firm. All incoming green waste is diverted to this operation for cleaning and grinding before being shipped to Agromin's compost operation in Oxnard. This operation has been in place since 1994, keeping many thousands of tons of green material out of the landfill, thereby reducing GHG.

Additionally, although **recyclables management** is not technically part of this proposal, SVLRC is a transloading site for recyclables collected from residential and commercial recycling programs. Residual from the sorting operations at the SVRP will be sent to SVLRC for disposal. After dumping the SVRP residual at the working face, transfer trucks will proceed to the recyclable transfer pad to be loaded with newly collected recyclables from Ventura County recycling routes for transport to the SVRP for sorting. This very efficient closed-loop practice limits or eliminates empty truck trips, thereby reducing GHG emissions that would otherwise occur.

Leachate generated at the site is treated through activated carbon and used onsite for dust control over the waste column in lined areas. **Gas condensate** is reinjected at the working face. By managing these two liquids onsite, we have eliminated the need for transport to a POTW and the GHG emissions associated with such transport.

9. Provide a written commitment guaranteeing capacity (on a daily basis and annual basis) for the City's solid waste throughout the term of the Future Agreement for disposal services and optional services, if any are proposed. Proposers who are not capable of receiving all of the solid waste tonnage from Del Norte shall indicate the maximum disposal capacity that they are capable of guaranteeing throughout the term of the Future Agreement. If the proposed facility(ies) or service(s) is (are) not owned and operated by the proposer, the proposer shall include a letter of commitment from the owner/operator (subcontractor) guaranteeing capacity.

PROPOSER'S RESPONSE:
Subject to force majeure or other events beyond its reasonable control, Waste Management of California, Inc. guarantees that it will have the capacity to accept residual Municipal Solid Waste from the Del Norte Facility or other facility on a daily and annual basis during the term of the Agreement in such volumes as may be agreed upon by the City and Proposer. SVLRC has available capacity for all of Oxnard's MSW, Treated Wood and Food Waste volume that is the subject of this RFP immediately.

Summary of Optional Services

1. Identify proposer's capabilities, if any, for providing biosolids disposal. If offering to handle biosolids, please describe the facility(ies) capabilities in terms of handling biosolids that have / have not been mixed with solid waste and specify the minimum and maximum moisture content. Additionally, please identify any capacity restrictions.

PROPOSER'S RESPONSE:
Waste Management of California Inc.'s proposal does not include and biosolids management.

2. Identify proposer's capabilities, if any, for providing treated wood disposal services. Additionally, please identify any capacity restrictions.

See Response below:

PROPOSER'S RESPONSE:

SVLRC is permitted for and accepts treated wood (e.g., power poles, railroad ties, etc.) for disposal. It is included in our proposal. Environmental staff review the material profile provided for compliance with our permits and applicable regulations before approval to accept is issued. Treated Wood loads must be accompanied by a manifest that is consistent with the profile information. SVLRC submits semi-annual reports regarding receipt of treated wood loads to the Department of Toxic Substances control.

Treated wood is managed with incoming Commercial MSW. Site Safety Rules for dumping at the "working face" separate the general public from all commercial vehicles and treated wood loads. Treated wood is incorporated into the waste where it remains sequestered within the waste column.

Constituents contained within treated wood such as Copper, Arsenic and volatile organic compounds are among the constituents monitored for in the site's groundwater monitoring program.

SVLRC requests volumes exceeding 100 TPD are scheduled as far in advance as practical so that site personnel can ensure safe and efficient off-loading. Once accepted for disposal, treated wood loads will be required to weigh-in at the scales. If truck tare weights are already known and recorded in the SVLRC system, the vehicle carrying the treated wood will not be required to weigh-out. If tare weights are not recorded in the SVLRC, the delivery vehicle will be required to weigh-out to establish an accurate payload weight for the purposes of charges and reporting.

3. Identify proposer's capabilities, if any, for diverting greenwaste. At a minimum, please include the diversion process (e.g. wind row composting, aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

PROPOSER'S RESPONSE:

Waste Management of California, Inc.'s proposal does not include green waste diversion.

4. Identify proposer's capabilities, if any, for diverting food waste. At a minimum, please include the diversion process (e.g. aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

See response below.

PROPOSER'S RESPONSE:

Waste Management of California, Inc. offers "cutting edge" technology to establish its capability for food waste diversion. Food Waste processing will be performed by an affiliate, Waste Management Recycling and Disposal Services of California, Inc. dba Sun Valley Recycling Park (SVRP), located at 9227 Tujunga Ave. Sun Valley, CA 91352. SVRP is a state-of-the art recycling facility that will be operational in October 2020. It will have the capacity to process over 200 TPD of food waste, with room to grow. As part of our proposal to this RFP, Oxnard vehicles would deliver food waste directly to SVRP. The distance to SVRP from Del Norte is noted in Tab F.

At the SVRP, loads of food waste and other organics will be dumped separately from MSW and Recyclables, then loaded into an OREX press. The OREX will separate organic material from the non-organic material in unprocessed loads using a hydraulic press that essentially extrudes organic material through a heavy-duty metal screen. Separated organic material will be transferred to an anaerobic digestion facility in Rialto where it will be mixed into a slurry and converted into renewable natural gas.

As a back-up facility, Waste Management of California, Inc. affiliate, South Valley Compost in Tulare County, can receive the separated organic material for incorporation into its compost windrows. As a second back-up facility, our affiliate, Orange MRF can accept separated food waste for processing as described below in Tab E, 2.

5. Identify proposer's capabilities, if any, for diverting bulky wood. At a minimum, please include the diversion process and available capacity.

PROPOSER'S RESPONSE:

Waste Management of California, Inc.'s proposal does not include bulky wood diversion.

6. Identify proposer's capabilities, if any, for the beneficial reuse of concrete. At a minimum, please include the diversion process and available capacity.

PROPOSER'S RESPONSE:

Concrete is crushed using heavy equipment on-site and beneficially used for roads base and wet weather access and dumping. There is a size limit for incoming material of 24" minus. Concrete delivered by Oxnard will be beneficially used as described. The starting rates for concrete under this proposal would be $28.70/ton, (note: the rate sheets in the RFP do not include concrete. SVLRC will accept up to 20,000 tons per year from Oxnard.

7. Identify proposer's capabilities, if any, for LNG, CNG or RNG fueling of transfer trailers or collection vehicles onsite.

PROPOSER'S RESPONSE: Waste Management of California, Inc.'s proposal does not include any provision for fueling transfer trailers or collection vehicles.

Emergency Services

In the event of major accidents, disruptions, or natural calamities, the City is interested in knowing what plans are in place for (i) the proposed facility(ies) if the facility(ies) is damaged, and (ii) handling disaster materials delivered to the facility(ies) by the City and surrounding cities.

1. Describe disaster plans if the facility(ies) are damaged.

PROPOSER'S RESPONSE:
In the event of emergency where SVLRC is damaged or unavailable due to natural disaster, we are uniquely positioned with flexibility onsite and access to a network of affiliated facilities in the greater LA area (Sun Valley, Palmdale, Lancaster) to divert MSW and treated wood for disposal.

a. Scale systems: SVLRC is equipped with back-up power to operate if electrical utilities are not available and can process manual tickets onsite or remotely. If needed.
b. Additionally, SVLRC will accept disposal tickets generated at Oxnard's Del Norte Transfer Station
c. Landfill disposal areas: SVLRC keeps multiple disposal locations on-site available for disposal in the event that one or another becomes inaccessible for any reason
d. Equipment personnel: SVLRC has the unique ability to pull equipment and personnel from locations in the greater LA area as well nationally. In addition, we have service agreements with equipment rental companies, contractors and temporary personnel agencies.

2. Describe the plan for handling disaster materials if the City and other surrounding cities deliver disaster materials to the proposed facility(ies).

PROPOSER'S RESPONSE:

SVLRC's permits and infrastructure allow for sudden high volumes in the event of declared emergencies. We have a track record of quickly receiving waivers from local agencies to accept high volumes and extend operating hours as allowed by regulation. We can add scales, equipment and personnel on short notice. Most recently, during the Woolsey Fire clean-up we added 3 scales, brought in equipment and personnel from throughout the country to assist in managing fire debris. We did this while maintaining the safety and efficiency of all site operations. Efforts to divert eligible recyclables, inerts, wood and green materials will be made as appropriate and in consultation with Oxnard and other agencies with authority during Emergency/Disaster conditions.

The key to successful disaster response is communication with municipalities and agencies. At the first opportunity, SVLRC staff reach out to municipalities and government agencies to inform them of our capabilities. Our long history of confronting and managing disaster events goes back to the Northridge Earthquake when we quickly obtained necessary permit hours and limit waivers to accommodate the intense need for disposal and recycling capacity. This experience helped to prepare us for the demands many years later created by the Woolsey Fire. At a minimum, our plan includes:

- Assessment of site condition and immediate capabilities, initiate necessary repairs as appropriate
- Inform the LEA and CalRecycle of the site's condition
- Contact municipalities and government agencies including elected officials, public works staff, first responders, etc. to inform them of our capabilities and availability
- With stakeholders, assess the disposal and other support needs created by the disaster
- With stakeholders, develop the specific plan for responding to the particular disaster
- Seek any permit waivers necessary to increase availability for disaster material delivery
- Reach out throughout the Waste Management of California, Inc. network of affiliates to secure additional equipment and personnel as needed

3. Identify what capabilities, if any, the proposer has to handle disaster materials (including building materials) that would have to be delivered to a Class I disposal facility.

PROPOSER'S RESPONSE:

During declared emergencies the State can allow exceptions for certain types of disaster materials to be accepted into class III facilities that would be prohibited under normal conditions. We work closely with agencies to obtain all required approvals and permits. Waste Management also has a vast network of facilities and transporters that can manage most waste streams generated during an emergency, including access to an affiliated Class I site in Kings County, if needed. In addition, SVLRC has another affiliate, Enviroserv, that specializes in safe handling and clean-up of Class I material should such services be required.

Tab E - References

All Proposers must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of L.A. Dept of Public Works, Bureau of Street Services
Address:	1149 South Broadway, 4th Floor, Los Angeles, CA 90015
Contact person:	Pam Ostrander
Email address:	Pamela.Ostrander@lacity.org
Telephone address:	213-847-2811
Project name:	City of L.A. Dept of Public Works
Dates worked performed:	01/01/2020 – 12/31/2023
Summary of scope of services:	Disposal
Project cost:	$50,000

Reference 2	
Company name:	City of Culver City
Address:	9255 W. Jefferson Blvd, Culver City, CA 90232
Contact person:	Kim Braun
Email address:	Kim.braun@culvercity.org
Telephone address:	310-253-6421
Project name:	City of Culver City
Dates worked performed:	01/01/2019 – 12/31/2023
Summary of scope of services:	MSW Disposal
Project cost:	$1.35M

Reference 3	
Company name:	Agromin
Address:	201 Kinetic Drive, Oxnard, CA 93030
Contact person:	Bill Camarillo

Email address:	bill@agromin.com
Telephone address:	805-207-5650 / 805-485-9200
Project name:	Organics and C&D Recycling
Dates worked performed:	Since December 1993
Summary of scope of services:	Organics and C&D Recycling
Project cost:	$1M Annually

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE: See Tab G – Attachment 10

2. Provide a brief description of proposer's experience, providing comparable disposal service and optional services to municipal agencies in California. Include subcontractor's experience as well.

PROPOSER'S RESPONSE:

SVLRC staff has extensive experience providing comparable disposal and optional service that are part of this proposal to multiple municipal agencies. In addition to the current contract with the City of Oxnard, during his 30+ year career, Senior District Manager Scott Tignac has overseen MSW disposal contracts with the cities of Culver City, Santa Monica and Los Angeles (which contract required management of 3,000 TPD). The current team at SVLRC has consistently and reliably managed contracts with Culver City and Los Angeles. Through its affiliates, SVLRC has access to a multitude of other managers that also have decades of experience managing municipal disposal contracts such as one with the City of Ontario. Treated wood disposal is often an element of such municipal agency contracts. SVLRC has the most experience of the Waste Management network with such material. Receipt and beneficial reuse of concrete is also a regular part of such contracts.

Food waste processing is a relatively new element to the industry. Waste Management of California, Inc. affiliates have multiple food waste diversion programs largely through franchises agreements with individual municipalities, including Los Angeles, Manhattan Beach, Laguna Beach, among others. To divert the food waste, we collect under the franchises, we have been at the forefront of the Southern California implementation of food waste processing development with our CORe facility at our MRF in the City of Orange. At the CORe, we process food waste into an engineered bioslurry for injection into POTW digesters. For the better part of a decade, we have maintained a contract with the Los Angeles Sanitation Districts (LACSD) whereby the engineered bioslurry produced at the CORe is transported to the LACSD POTW digesters in the City of Carson. This pilot program has been so successful, LACSD has invested in their own equipment to produce slurry to supplement the material produced by Waste Management.

3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE:

Waste Management of California, Inc. has no history of failing or refusing to complete a contract.

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Two rate proposal forms for disposal services and government fees are separate attachments discussed in the solicitation and are located on the Public Purchase website. The following considerations shall be reviewed by the proposer and reflected in the proposed rates.

1. **Contractor Component**. When completing the rate proposal form, the "contractor component" shall cover all costs associated with owning, operating, and maintaining the facility. It shall include all costs for day-to-day operations; maintenance; environmental and regulatory monitoring and compliance; and, for landfills, closure and post-closure maintenance, etc.
2. **Government Component**. The "government component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc. Proposer shall use Section E of the rate proposal form to itemize each of the fees included in the government component of each rate. The "total government component" calculated in Section E shall match the "government component entered in Sections A and B
3. **Disposal Rate**. When completing the proposed landfill disposal rates, proposer shall complete Section A of the rate proposal form. Proposer shall present a "stand-alone" disposal rate reflecting the pricing if the City selected the proposer to provide only disposal service and not any other enhanced services. Proposer shall present seven disposal rates for the five (5) year term– (i) a rate that reflects receipt at the disposal site of 10% of solid waste to be delivered from the City, (ii) a rate that reflects receipt at the disposal site of 23% of solid waste to be delivered from the City, (iii) a rate that reflects receipt at the disposal site of 33% of solid waste to be delivered from the City, (iv) a rate that reflects receipt at the disposal site of 50% of solid waste to be delivered from the City, (v) a rate that reflects receipt at the disposal site of 67% of solid waste to be delivered from the City, (vi) a rate that reflects receipt at the disposal site of 90% of solid waste to be delivered from the City, (vii) a rate that reflects receipt at the disposal site of 100% of solid waste to be delivered from the City. If proposer lacks sufficient capacity to guarantee capacity for any of these options, please indicate this by

placing the words "capacity guarantee unavailable" in the notes column.

4. **Rates for Optional Services (Optional)**. At the proposer's option, proposer may propose rates for optional services for which they have existing capabilities to provide to the City and can commit to providing to the City at the start of the Future Agreement. In such case, proposer shall complete Section B of the rate proposal form for each type of material it proposes to handle and service, along with the proposed per-ton rate (e.g., biosolid disposal). Proposer shall present rates assuming these optional services may be contracted separately from disposal services. If a proposer is planning to develop the capabilities to provide optional services in the future, proposers, if short listed, will be able to provide detail on the development of these services during the contract negotiation phase of the RFP process.

5. **Vehicle Turnaround Time**. In Section C of the rate proposal form, proposer is required to present the average vehicle turnaround time and the maximum vehicle turnaround time at the facility for solid waste and any optional services provided (which is the time measured from the time a vehicle enters the landfill property until it exits that landfill property).

6. **Disposal Site Distance from City Facilities**. Proposers shall enter the distance of their facility(ies) from the Del Norte Facility and New-Indy Containerboard. The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the total cost per ton for evaluation purposes.

Rate Proposal Form

City of Oxnard's RFP for Solid Waste Disposal and Additional Material Handling Services

Rate Proposal Form

(Valid November 15, 2020 through November 14, 2025)

Material	Contractor Component	Government Component (a)	Total Rate	Maximum Vehicle Turnaround Time (min)	Notes (Optional)
A. Landfill Disposal Rates ($/ton)					
Solid waste - 10% of solid waste	$24.17	$6.93	$33.00	45	
Solid waste - 23% of solid waste	$23.62	$6.93	$32.00	45	
Solid waste - 33% of solid waste	$23.07	$6.93	$31.00	45	
Solid waste - 50% of solid waste	$23.07	$6.93	$30.00	45	
Solid waste - 67% of solid waste	$23.07	$6.93	$30.00	45	
Solid waste - 90% of solid waste	$23.07	$6.93	$30.00	45	
Solid waste - 100% of solid waste	$23.07	$6.93	$30.00	45	
B. Rates for Other Material Handling Services ($/ton) (b)					
Special material - biosolids	$0.00	$0.00	$0.00	0	**No Bid**
Special material - treated wood	$75.47	$6.93	$82.40	45	
Special material - greenwaste diversion	$0.00	$0.00	$0.00	0	**No Bid**
Special material - food waste diversion	$124.29	$0.71	$125.00	60	**Disposal rate for food waste delivered to Sun Valley Recycle Park**
Special material - bulky wood diversion	$0.00	$0.00	$0.00	0	**No Bid**

C. Vehicle Turnaround Time

Description	Solid Waste	Biosolids (optional service)	Treated Wood (optional service)	Greenwaste (optional service)	Food Waste (optional service)	Concrete (optional service)	Bulky wood (optional service)
Average vehicle turnaround time (minutes)	30	0	30	0	60	30	0
Maximum vehicle turnaround time (minutes)	45	0	45	0	75	45	0

Notes: Should the City elect to include tippers in the contract, turn-around times might be affected. It is expected that the parties will coordinate schedules for tipper loads to minimize crowding

D. Disposal Site Distance From City Facilities (c)

Disposal Site	Distance from Del Norte (miles)	Distance from New-Indy Containerboard (miles)	Notes (optional)
Waste Management Simi Valley Landfill and Recycling Center	24.3	29.1	
Waste Management Sun Valley Recycle Park	51.2	N/A	Foodwaste Diversion

(a) The "Government Component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc.
(b) Rates for other material handling services shall only be provided if (i) the proposer has existing capabilities to provide these services; and, (ii) the proposer is able to commit to the providing these services to the City at the start date of the agreement.
(c) The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the lowest total cost per ton for evaluation purposes.

Section E: Government Fees	Required Information	Optional (provide information on other material handlings services listed in Section B.)					Notes
(proposer to list each fee below)	Solid Waste	Biosolids	Treated Wood	Greenwaste	Foodwaste	Bulky Wood	
California Recycling Fee	$1.40	$0.00	$1.40	$0.00	$0.00	$0.00	
Ventura County Solid Waste Fee	$3.31	$0.00	$3.31	$0.00	$0.00	$0.00	
Ventura County Waste Control Fee	$1.17	$0.00	$1.17	$0.00	$0.00	$0.00	
Ventura County Integrated Waste Mgt	$0.05	$0.00	$0.05	$0.00	$0.00	$0.00	
City of Simi Valley Host Fee	$1.00	$0.00	$1.00	$0.00	$0.00	$0.00	
LA County Clean Air Incentive Fee	$0.00	$0.00	$0.00	$0.00	$0.30	$0.00	
LA City and County Fees	$0.00	$0.00	$0.00	$0.00	$0.41	$0.00	
Total Government Component (a)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	

(a) The Total Government Component must equal the Government Component presented on the Rate Proposal Form.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

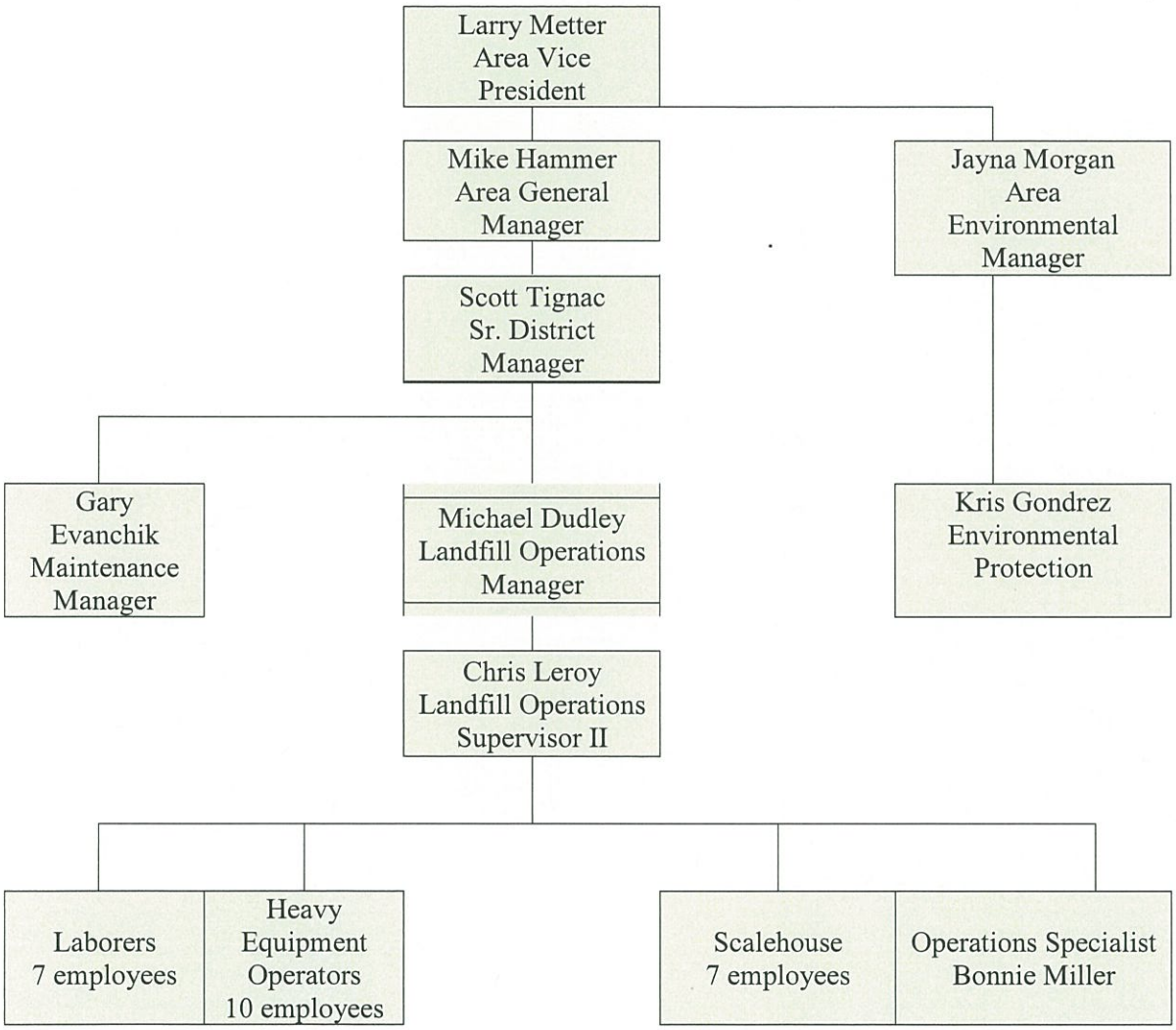
Attachment 1 – Index Listing

Attachment Number	Document Title	Page Number
Attachment 1	Index Listing of Attachments	34
Attachment 2	**Tab C - Company Profile Experience** C 2.c Organizational Chart	35
Attachment 3	**Tab C. Company Profile Experience** C.4 Confidential Disclosure	36
Attachment 4	**Tab C. Company Profile Experience** C.8. Worker's Compensation Experience Modification Rating	37
Attachment 5	**Tab C. Company Profile Experience** C.10 Credentials / Resumes / Certifications / Licenses	38-43
Attachment 6	**Tab D. Scope of Services** D.1 Executive Summary	45
Attachment 7	**Tab D. Scope of Services** D.2 Solid Waste Facilities Permit	46
Attachment 8	**Tab D. Scope of Services** D.4 Annual Status Report	47
Attachment 9	**Tab D. Scope of Services** D.7 Financial Assurance - California Performance Bond, Rider to Bond	48-59
Attachment 10	**Tab E. References** E.1 List of awarded contracts in last 3 years	50

Attachment 2 – Tab C 2 - Company Profile Experience - Organizational Chart

Simi Valley Landfill and Recycling Center

ORGANIZATIONAL CHART



Tab G - Attachment 2

Report Name : Management Structure
Filtered By : --
Exported By : Helen Szeto
Exported On : 7/16/2019
Entity Name: Waste Management of California, Inc.

Name	Title	Title Role	Role Start	Last Elected
Metter, Larry W.	Director	Director	6/2/2014	6/5/2019
Skolnick, Barry S.	Director	Director	6/2/2014	6/5/2019
Tippy, Courtney A.	Director	Director	11/10/2014	6/5/2019
Metter, Larry W.	President - Southern California Area	Officer	9/1/2012	6/5/2019
Skolnick, Barry S.	President - Northern California Area	Officer	9/1/2012	6/5/2019
Cassin, Joseph J.	Vice President	Officer	2/17/2003	6/5/2019
Corcoran, Douglas E.	Vice President	Officer	6/3/2004	6/5/2019
Demolder, Peter J.	Vice President and Assistant Secretary	Officer	9/1/2012	6/5/2019
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer	9/1/2012	6/5/2019
Nagy, Leslie K.	Vice President, Chief Financial Officer and Controller	Officer	11/29/2017	6/5/2019
Reed, David L.	Vice President and Treasurer	Officer	7/31/2017	6/5/2019
Stratton, David J. H.	Vice President and Assistant Secretary	Officer	9/1/2012	6/5/2019
Tippy, Courtney A.	Vice President and Secretary	Officer	11/10/2014	6/5/2019
Tsai, S. John	Vice President and Assistant General Counsel	Officer	3/12/2004	6/5/2019
Wilson, James A.	Vice President	Officer	9/26/2014	6/5/2019
Bennett, Jeff R.	Assistant Treasurer	Officer	7/31/2017	6/5/2019
Bohn, Jason C.	Assistant Secretary	Officer	6/5/2019	--
Finley, Catherine Riegle	Assistant Secretary	Officer	11/10/2014	6/5/2019
Khajetoorians, Asteghik	Assistant Secretary	Officer	6/5/2019	--
Longo, Robert E.	Assistant Secretary	Officer	11/10/2014	6/5/2019

Attachment 3 – Tab C.4
Confidential Disclosure

Confidential –Business Proprietary/Trade Secret Information
Not a Public Record – Not to be Disclosed to Public

Waste Management is a nationwide company operating hundreds of waste processing sites and facilities across the country through several different subsidiaries and affiliates. The information provided in the enclosed disclosures has been limited to Los Angeles, Ventura and Santa Barbara counties. Additional information is available upon request.

Date	Jurisdiction	Amount	Description	Policy Changes
11/12/2019	CALOSHA	$5,620.00	The facility was randomly inspected under the state's High Hazard Industry program	Corrected during Inspection.
3/26/2019	Ventura County Air Pollution Control District	$2,000.00	Maintenance of surface emissions at less than 500 ppm Methane on MSW landfill surface.	Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District
3/19/2018	Ventura County Air Pollution Control District	$1,000.00	Maintenance of surface emissions at less than 500 ppm Methane on MSW landfill surface.	Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District
11/24/2017	Department of Industrial Relations	$12,230.70	Wage Claim	N/A
4/27/2017	Ventura County Air Pollution Control District	$3,500.00	Failure to Meet Landfill Component Leak Threshold & Failure to Meet Landfill Surface Leak Threshold	Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District
3/11/2016	Ventura County Air Pollution Control District	$3,500.00	Failure to Meet Landfill Surface Leak Threshold	Returned to compliance within 10 days of the inspection and verified by Air Pollution Control District
10/2/2015	Department of Industrial Relations	$7,500.00	Wage Claim	N/A

Attachment 4 – Tab C.8

Worker's Compensation Experience Modification Rating

LOCKTON

Waste Management and all entities/divisions 1001 Fannin,
Suite 4000
Houston, TX 77002

RE:Experience Modifier

To Whom It May Concern:

This letter will confirm the current Experience Modifier for Waste Management and all entities/divisions for 2020, plus the past five years:

Rating Effective	EMR
01/01/2020 – 01/01/2021	.84
01/01/2019 – 01/01/2020	.79
01/01/2018 – 01/01/2019	.79
01/01/2017 – 01/01/2018	.82
01/01/2016 – 01/01/2017	.79
01/01/2015 – 01/01/2016	.74

If you have any questions regarding the above, please do not hesitate to contact me. Regards,

Justianna Thai
Assistant Account Manager

LOCKTON COMPANIES, LLC
Insurance and Risk Management Specialists 3657
Briarpark Drive, Suite 700
Houston, TX 77042
713-458-5200 / FAX 713-458-5299

Attachment 5 – Tab C 10 – Company Profile Experience

Name: Larry Metter
Email: lmetter@wm.com
Experience:
Larry Metter is the Area President for Waste Management in the Southern California Area, comprising of Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Kern, Kings, Tulare, Madera, Riverside, San Bernardino, San Diego and Orange Counties as well as the entire Hawaii region. Larry is responsible for the overall leadership, the strategic direction of the Market Area, and in leading Waste Management in Southern California in a new successful, sustainable direction.

Prior to taking the lead in the Southern California, Larry's work history at Waste Management included Vice President of Operations for the Western Group, Vice President of the Sacramento, Nevada, and New Mexico Market Areas and the Director of Health and Safety for the Western Group.

Prior to joining Waste Management, Larry spent nearly 25 years in the airline industry at American Airlines, where he held numerous leadership positions, including Managing Director of Operations, Regional Managing Director of Florida and the Caribbean, and Managing Director of the Raleigh Durham Hub.

Name: Scott Tignac
Email: Stignac@wm.com
Experience
Scott Tignac has over 33 years in the solid waste, landfill and recycling industry. He has worked in areas such as Landfill Management and Operations, Organics Recycling, Construction and Demolition Recycling, tire and asbestos management and Landfill gas-to-energy

Scott serves at a Sr District Manager for Simi Valley Landfill and Recycling Center. Some of his duties include manage day-to-day landfill operations; provide daily support to managers to ensure operational efficiency and budget performance; monitor budget and operating metrics while diagnosing and improving processes, procedures and performance to ensure budgets are met; execute the Market Area's strategic capital budget, ensuring effective use of the budget through asset allocation; implement necessary controls to ensure safety and compliance with Company, OSHA and other standards and regulations; oversee personnel needs including selecting, coaching, disciplining and training employees and evaluating employee performance; and formulate and implement both short-term and long-term goals and action plans in conjunction with Market Area GM and/or Director of Operations.

Attachment 5 – Tab C 10 Company Profile Experience *continued*

Education
Royal High School, Simi Valley CA.
California Lutheran University; Thousand Oaks, CA

BA degree Business Management

Proficiencies/Certifications/Military Awards/Honors/Awards

- *Waste Management Landfill Manager Training Class of 2007*
- *Waste Management Air Compliance and LFG System Operation 2000*
- *CPR/AED and First Aid 2014*
- *Microsoft Office Suite*
- *Board of Directors; Simi Valley Boys and Girls Club since 2004*
- *Member Simi Valley Kiwanis Club*
- *Committee Member Sustainable Simi Valley*
- *Graduate Simi Valley Chamber Leadership 2008*
- *Heavy equipment trainer/operator*
- *Trenching and Shoring Competent Person (expired)*
- *Proficient in applicable safety programs and ensuring implementation and compliance*
- *Proficient in environmental regulations pertaining to the operation of solid waste disposal and recycling facilities*

Name: **Michael Dudley**
Email: Mdudley1@wm.com

Experience
Michael Dudley has over 15 years in the solid waste, landfill and recycling industry. He worked as an operator at multiple landfills before being promoted to Operations Manager.

Michael serves as Operations Manager for Simi Valley Landfill and Recycling Center. Some of his duties include managing the day-to-day operations of the landfill, verifying proper cover placement in accordance with regulations, ensuring gas and leachate operations are operating efficiently and in compliance, provide resources for the landfill personnel to complete their daily workloads, schedule shifts for employees while maintaining coverage and managing overtime, responsible for employee hiring and proper on-boarding with new employees, training employees on WM safety policies and equipment operations ensuring site is in compliance with OSHA standards and regulations, QC with contractors to confirm work is being done appropriately, and support DM with responsibilities related to the MA and the landfill.

Attachment 5 – Tab C 10 Company Profile Experience *continued*

Education
Horizon High School; Scottsdale, AZ
Ashford University; San Diego, CA
BA degree Business Management

Proficiencies/Certifications/Military Awards/Honors/Awards
SWANA certified – 2013
CPR/AED and First Aid – 2019
Market Area HEO Trainer

Name: Kristopher Gondrez
Email: Kgondrez@wm.com

Experience
Kris Gondrez has over 10 years in the Environmental Health and Safety regulations in California. He has worked in areas such as Landfill regulatory management, Hazardous Materials/Waste inspector, Environmental Health and Safety Manager for Aerospace Manufacturing, Storm Water and Underground Storage Tank Management.

Kris serves as Environmental Manager for Simi Valley Landfill and Recycling Center. Some of his duties include managing permits for the landfill. Serving as liaison for local and state regulators to the landfill. Train employees on Environmental programs. Document and file required reporting to oversight agencies. Review and update environmental programs and plans. Files and maintains all permits related to landfill operations. Assist landfill operations as needed.

Education
Simi Valley High School, Simi Valley CA.
California State University of Northridge; Northridge, CA
BS degree Environmental and Occupational Health

Proficiencies/Certifications/Military Awards/Honors/Awards

- *Manager of Landfill Operations*
- *ICC UST Inspector, ICC UST System Operator*
- *Cal EPA ASPA Inspector*
- *Qualified Industrial Storm Water Practitioner (QISP)*
- *Microsoft Office Suite*
- *Proficient in applicable safety programs and ensuring implementation and compliance*
- *Proficient in environmental regulations pertaining to the operation of solid waste disposal and recycling facilities*

Attachment 5 – Tab C 10 Company Profile Experience *continued*

Name: Jayna Morgan
Email: jmorga12@wm.com

Experience

Jayna Morgan is an environmental planner with over 29 years of experience of permitting and environmental compliance. She has been involved in public and private sector projects including; major infrastructure, commercial and mixed- use developments, landfill expansions, master planned communities, and EPA superfund sites. Her project experience includes the management and preparation of NEPA and CEQA environmental documentation, entitlement processing at the Local, State and Federal level, and solid waste permitting. She has an expertise in working on controversial multi- disciplinary projects that involve multiple agencies and interested parties. Since joining WM, she has been the Environmental Protection (EP)Manager for the Southern California Market Area Team. She and her team of 6 EP Specialists, perform Environmental Compliance support for 52 sites/districts in SoCal; including 6 MA Landfills, Material Recycling Facilities (MRFs), hauling companies (including a small load hazardous waste hauler), transfer stations and a medical waste management facility. Her team's Environmental Compliance responsibilities include but are not limited to preparation/review of required environmental reports for internal or external audiences, maintaining reports/plans to accurately reflect site/district functions and monitoring/recordkeeping of site operations in accordance with local, state, and federal regulatory requirements. The EP team also serve as site/district EP contacts regarding incident notifications for AOC's and NOV's, environmental audits, CYCLE task completion and permit renewals and or new applications.

Education

Villa Park High School, Villa Park CA.
University of California, Irvine, CA
BA degree Social Ecology/Environmental Planning

Attachment 5 – Tab C 10 Company Profile Experience *continued*

Proficiencies/Certifications/Military Awards/Honors/Awards

- Proficient in training on new company policies and procedures under the Company's Environmental Management System (EMS)
- Proficient in Conduction Annual MA Stormwater training per State's Industrial General Permit (IGP) regulations/requirements.
- Certified Project Manager, International Association for Continuing Education and Training (IACET)
- Association of Environmental Professionals (AEP)
- American Planning Association (APA)

Attachment 5 – Tab C 10 Company Profile Experience *continued*

CERTIFICATIONS FOR HEAVY EQUIPMENT OPERATORS

Employee	Job Title	Training Certifications
Ayala, Aaron (085094)	1063-Primary Heavy Equip Operator III	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Buchholz, Joseph (264624)	2080-Heavy Equip Mechanic Sr	ILT: Heavy Equipment Training Series: Wheel Loader
Carle, Michael (286782)	1080-Laborer - Landfill	ILT: Heavy Equipment Training Series: Compactor
Cazares, Martin (095090)	1062-Primary Heavy Equip Operator II	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Colyar, Dustin (275780)	1279-Gas Technician II	ILT: Heavy Equipment Training Series: Wheel Loader
Fife, Lane (306360)	1063-Primary Heavy Equip Operator III	ILT: Heavy Equipment Training Series: ADT, Dozer, Excavator
Gonzalez, Nivardo Jimenez (095269)	1063-Primary Heavy Equip Operator III	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Hadley, Mitchell (240839)	1062-Primary Heavy Equip Operator II	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Leroy, Christopher (157528)	2OB05B-Supvisor Landfill II	ILT: Heavy Equipment Training Series: ADT, Wheel Loader
Lopez, Rodolfo (191262)	2106-Primary Heavy Equip Operator I	ILT: Heavy Equipment Training Series: ADT, Compactor, Dozer, Excavator
Maldonado, Oscar (271469)	1127-Technician Assistant	ILT: Heavy Equipment Training Series: Wheel Loader
Najera, Colly (257914)	1062-Primary Heavy Equip Operator II	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Norris, Chad (299314)	1062-Primary Heavy Equip Operator II	ILT: Heavy Equipment Training Series: Excavator, Compactor, Dozer, Wheel Loader, ADT
Olmedo, Alexander (217168)	1063-Primary Heavy Equip Operator III	ILT: Heavy Equipment Training Series: ADT, Wheel Loader, Compactor, Dozer, Excavator
Thingili, Nick (227698)	1279-Gas Technician II	ILT: Heavy Equipment Training Series: Wheel Loader, Excavator
Watson, Jacob (282956)	1080-Laborer - Landfill	ILT: Heavy Equipment Training Series: ADT, Compactor, Dozer

ILT= Instructor Led Training / ADT-Articulated Dump Truck

Attachment 6 – Tab D Scope of Services

Tab D. 1. Summary of Disposal Services – Executive Summary

PROPOSER'S RESPONSE:

We want to thank the City of Oxnard for giving us the opportunity to submit a proposal and to continue to provide you with our services. Certainly, we hope that through this process we will enhance our very valuable relationship. We know that our long history with you is no guarantee of future work, but we hope our proposal is interesting enough to be accepted, or to at least get us to the table for further discussion.

Waste Management of California, Inc./Simi Valley Landfill and Recycling Center (SVLRC)'s proposal includes disposal services for MSW and Treated Wood, and diversion services for Concrete and Food Waste. More detail about each proposal element is contained within the relevant proposal sections below, but a brief description of each element follows. Within the brief description of the proposal's specific elements, we point broadly to some of the benefits that we believe separate Waste Management of California, Inc. and our proposal from others. Our goal is and will continue to be to provide the City of Oxnard with the safest, most efficient and most cost-effective service.

MSW and Treated Wood Disposal: SVLRC is a fully permitted solid waste disposal facility with 40+ years of life and enough daily capacity to manage 100% of Oxnard's municipal solid waste and treated wood. SVLRC has been providing City of Oxnard reliable disposal services for more the 20 years. The site is permitted to operate 365 days per year and has disposal areas designed to operate in all weather conditions. The location of the SVLRC between the cities of Simi Valley and Moorpark, and adjacent to an environmentally sensitive area greatly influences our operation (see section 4 below). Essentially, we operate under the principle that the protection and preservation of the health and safety of all who are present onsite, of all of our surrounding communities and of our natural environment drive our decisions and behavior.

The most experienced site manager in Southern California and his hand-picked team operate the site. The key personnel are all local residents with long connections to the area. The site is uniquely convenient due to its location immediately adjacent to the 118 Freeway. Our scale facility has been upgraded recently to increase the number of scales and add self-serve kiosks to improve the efficiency of weigh-ins and weigh-outs. Our onsite roads are meticulously maintained for smooth access to and from the working face. There are safety requirements and features designed to protect users and staff from the moment one enters the site to the moment one exits. Pollution and nuisance prevention systems protecting groundwater and air quality, as well as eliminating or controlling odors, litter, vectors, etc. are robust and effective. Aesthetics and the practical preservation of our natural environment are among the guiding principles for our actions.

SVLRC's access to the resources of multiple local Waste Management affiliates provides flexibility and security in times of upset that no other proposer can match. Neither can any other proposer match SVLRC's level of experience in the following areas: Disaster and Emergency response, innovation for diversion, and breadth and scope of municipal contract experience.

Ideally, SVLRC would like to be the City's sole provider for disposal services as the site is fully permitted with all necessary daily and life-of-contract capacity. SVLRC is one of a limited number of sites in Southern California permitted to accept treated wood and has done so for years. We are also prepared to install tippers should Oxnard elect to utilize them. We can commit to installing one tipper if the City were to commit to sending 50% of the MSW volume to SVLRC and two tippers if the City were to commit to 75%. Tippers can have the effect of reducing transportation costs as much as 15% due to the greater payload capacity of trailers without "walking floors."

Concrete and Food Waste Diversion:

Concrete diversion is a regular part of the operation at SVLRC. It is used as road base and a construction material for all-weather decks so that convenient, efficient access for customers is maintained even during the rainy season. We can commit to accept and divert up to 20,000 tons per year from the City.

Food Waste diversion is the new frontier for the industry. Our proposal is for the City to take food waste for diversion to our new state-of-the-art recycling facility in Sun Valley - Sun Valley Recycling Park (SVRP). Distances from Oxnard to the Sun Valley facility are provided in Tab F. Cost Budget/Narrative. At SVRP, food waste loads will weigh-in at the newly constructed scales, which have the same self-service capabilities as those at the SVLRC. From the scales, vehicles proceed along a fully paved road to the fully enclosed recycling facility. Food waste loads will be processed separately from other materials (MSW and Recyclables). It will be placed in a piece of equipment called the OREX which uses a screen and hydraulic press to separate organics from any inorganic material in the load. The separated organic material is then loaded into a transfer vehicle for delivery to an anaerobic digestion facility in Rialto where it will undergo digestion to produce renewable natural gas. The gas will be used for fuel or will be injected into the utility gas line. Waste Management of California, Inc. has extensive experience through its affiliate, the Orange MRF, with producing an organic material suitable for digestion and natural gas production, (See Tab D. 4 below). The OREX will have an initial capacity for over 200 tons per day of organics processing, more than enough to handle Oxnard's needs. Moreover, the Orange MRF facility can serve as a back-up to the OREX is needed, as can our affiliate compost facility in Tulare County.

Sun Valley Recycling Park
9227 Tujunga Avenue
Sun Valley, CA 91352

New Recycling Park is Set to Open Q3 2020

Waste Management is in the construction phase of Sun Valley Recycling Park - a project which will include a MSW transfer station, and Material Recovery Facility that includes organics processing capacity. The facility will use equipment to separate food and other organics from non-digestible material collected from commercial and multifamily facilities. The separated organics will be transferred to Anaergia's digesters at the Rialto Bioenergy Facility. This facility will produce the equivalent of 13 megawatts of clean energy per year. The net carbon dioxide emissions reduction will be approximately 220,000 metric tons annually, which is the equivalent of taking 47,500 cars off the road. Construction of the Rialto Bioenergy Facility has begun. Anaergia's plant and Sun Valley Recycling Park are slated to launch in Q3 2020.

Through this collaboration, WM will be able to expand current organics service offerings and provide critical infrastructure to take the next step toward meeting diversion goals for Southern California. In addition to supporting California's 75 percent diversion goal, this will also support local organic capacity aligned with California's SB1383 Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions.

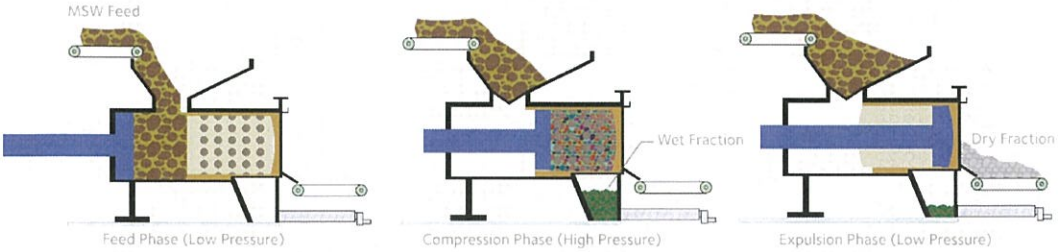
Acceptable Materials

The OREX at Sun Valley Recycling Park can accept all commercial food waste including meat, dairy, eggs, fish, fruits, vegetables and bakery items from supermarkets, restaurants and institutions. We accept incidental amounts of plastic, metal, paper and cardboard, such as packaging materials.

Processing System

Anaergia's OREX technology extracts organics from mixed solid waste and source separated organics of any contamination level. The organic fraction will generate a clean and highly digestible wet fraction ideal for conversion to biogas through anaerobic digestion. Final products will include electricity to put in the grid and to power the plant as well as pipeline-injected renewable natural gas (RNG).

Solid waste is fed into a perforated chamber. As pressure is applied, wet organics squeeze through the crevices formed by the compression of the non-organics dry material. These crevices create a serpentine path for the wet organics to travel, trapping small and medium sized inert particles along the path. The product is a wet fraction that is dually filtered by the perforated plates of the press.



Unlike other organics separation processes, extrusion does not shear material and generate additional grit particles. In fact, extrusion partially cleans the wet fraction by removing small inert particles already present in the waste with the filtering action through the dry fraction matrix. The residuals remaining after extrusion will be sent to landfill.

The wet fraction is generated as a cake with approximately 25-35% total solids and 85-95% volatile solid content which means it has large biogas production potential. Additionally, the extraction process does not require dilution water, which minimizes storage volume and truck transportation.

BIOREX (Organics Separation)

Anaerobic Digestion

CONTACT

Sales
John Teal
Sr. Industrial Account Executive
818 644 7512
jteal1@wm.com

SIMI VALLEY LANDFILL & RECYCLING CENTER
2801 N. Madera Road
Simi Valley, CA 93065
(805) 579-7267

HOURS OF OPERATION
Monday – Saturday: 7 am - 4 pm
Extended hours available

Third Sunday of each month
10 am - 4 pm

Please note, facility operating hours are subject to change without notice. Current and up-to-date information is available at www.wmsolutions.com/locations

Simi Valley Landfill & Recycling Center

Simi Valley Landfill & Recycling Center (SVLRC) is a state-of-the-art regional facility that provides safe and convenient non-hazardous disposal and recycling services for communities, businesses and industries serving Ventura County and adjacent communities.

Waste Management's approximately 300 disposal facilities employ the latest advances in landfill technology. This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection control.

Containment Design

SVLRC is designed with a composite liner system providing maximum protection to the environment that meets or exceeds Federal Subtitle D, California Code of Regulations and the State of California Regional Water Quality design standards.

Leachate Collection & Treatment

Leachate is the moisture that precipitates from municipal solid waste. Each lined containment system is equipped with a leachate collection system to remove the liquid for treatment and beneficial reuse or disposal.

Leachate recirculation provides beneficial uses such as acceleration of waste decomposition and waste degradation. This process, in turn, accelerates landfill gas production and promotes waste settlement that reduces maintenance of landfill cap components.

Groundwater Monitoring

The groundwater-monitoring program includes a network of more than 30 monitoring wells installed around the landfill. The locations of the wells are engineered to intercept groundwater beneath the landfill. Technicians monitor and sample wells on a regular basis with results submitted to state and local agencies.

Landfill Gas Management

SVLRC maintains a gas-monitoring and extraction program, which consists of extraction wells strategically engineered within the landfill. Located along the perimeter of the landfill, permanent probes are installed to monitor the entire depth of waste ensuring that the methane extraction system is functioning properly. The gas probes are monitored on a monthly basis and reported to state and local agencies.

YEAR OPENED
1971

PROJECTED LIFE REMAINING
40+ years

FACILITY ACREAGE
887 acres

REMAINING PERMITTED CAPACITY
80 million cubic yards

TONS PROCESSED ANNUALLY
2,000,000 tons

OWNERSHIP
Waste Management of California, Inc.

PERMIT TYPE AND NUMBER
Conditional Use Permit LU12-0056
Solid Waste Permit 56-AA-0007
Title V 01395
Waste Discharge R4-2013-044

NUMBER OF EMPLOYEES
30

Organics Processing Facility

This facility operates a greenwaste diversion program for residential, commercial, and industrial customers. Organic materials, such as grass, branches, leaves, weeds, and clean wood are ground up and processed for biofuel, mulch products, and landscape beautification efforts.

Construction and Demolition Recycling (C&D) Facility

SVLRC's certified C&D recycling operation supports the State of California's mandated regulations requiring commercial and industrial customer projects to divert at least 50% of C&D materials from landfills.

Reclaimed Water Recycling Program

In partnership with the City of Simi Valley's Sanitation District, SVLRC uses reclaimed water for dust control and irrigation. By using reclaimed water, the landfill saves enough drinking water for more than 100 homes.

Wildlife Habitat Conservation

At the SVLRC, the natural surroundings are populated with local wildlife. We are proud to dedicate more than 500 acres to wildlife habitat conservation efforts including a barn owl program, the use of falcons for natural bird abatement, and a two-acre pollinator garden designated for environmental education awareness.

Security

Site security is ensured by controlled, limited access to the facility through the gatehouse as well as perimeter fencing and natural barriers. During non-business hours, the facility and gates are closed and monitored by a security guard and electronic surveillance.

Acceptable Material

- Appliances
- Auto Shredder Residue
- Biosolids
- Clean Asphalt
- Clean Dirt
- Concrete
- Construction & Demolition (C&D) Debris
- Green & Wood Waste
- Industrial & Special Waste
- Livestock
- Municipal Solid Waste (MSW)
- Tires
- Treated Medical Waste

Unacceptable Material

- Automobile Bodies
- Bio/Medical Waste
- Electronic Waste
- Empty Hazardous Material Containers
- Fluorescent Light Tubes & Ballasts
- Hazardous Waste
- Liquids
- Radioactive Materials
- Septic Tank or Chemical Toilet Waste
- Water Soluble Solids

Community Partnerships and Involvement

Simi Valley Landfill & Recycling Center is committed to the communities we serve. Our employees are very active in the community and proud to participate in local community events and environmental education programs.

CONTACT
WM Technical Service Center
TSC California
(800) 963-4776
TSCCalifornia@wm.com

COMMUNITY RELATIONS
Lisa Hemenway
(805) 581-1746 or
lhemenway1@wm.com

COMMUNITIES SERVED
Ventura County, Los Angeles County and surrounding communities

WASTE MANAGEMENT

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Attachment 7– Tab D Scope of Services

2) Solid Waste Facility Permit

Attachment 7

SOLID WASTE FACILITY PERMIT

Facility Number:

56-AA-0007

1. Name and Street Address of Facility:	2. Name and Mailing Address of Operator:	3. Name and Mailing Address of Owner:
Simi Valley Landfill and Recycling Center 2801 Madera Road Simi Valley, CA 93065	Waste Management of California, Inc. 2801 Madera Road Simi Valley, CA 93065	Waste Management of California, Inc. 2801 Madera Road Simi Valley, CA 93065

4. Specifications:

a. Permitted Operations:

- ☒ Solid Waste Disposal Site
- ☒ Transfer/Processing for Construction Demolition Inert Debris Facility
- ☐ Composting Facility (MSW/green material/C&G)
- ☐ Transformation Facility
- ☒ Other: Greenwaste Processing Operation

b. Permitted Hours of Operation: Receipt of Refuse/Waste: 6:00AM to 8:00PM, seven days a week
Greenwaste and CDI Processing: 6:00AM to 8:00PM, seven days a week
Ancillary Operations/Facility Operating Hours: 24 hours per day, seven days a week

c. Permitted Maximum Tonnage: 9250 Tons per Day (See LEA condition 17(B)(6) for detail)

d. Permitted Traffic Volume: 892 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	887	368			
Design Capacity (cu.yds)		119.6 MCY			
Max. Elevation (Ft. MSL)		1270			
Max. Depth (Ft. MSL)		N/A			
Estimated Closure Year		2068			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:

Approving Officer Signature
(Name and Title)

William C. Stratton, Director

6. Enforcement Agency Name and Address:

Ventura County Environmental Health Division/LEA
800 South Victoria Avenue
Ventura, CA 93009-1730

7. Date Received by CalRecycle:

8. CalRecycle Concurrence Date:

9. Permit Issued Date:	10. Permit Review Due Date:	11. Owner/Operator Transfer Date:
April 03 2012	April 03, 2022	April 03 2012

Attachment 8 – Tab D Scope of Services

Annual Status Report

Attachment 8

SIMI VALLEY LANDFILL AND RECYCLING CENTER

A Division of Waste Management of California, Inc.

2019 Annual Status Report

July 01, 2018 – June 30, 2019

Submitted to:
Ventura County Planning Department

July 2019

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CUP ATTACHMENTS

A Facility Map
B Topographic Map and Volume and Capacity Report (Condition 24g 1, 2 & 3)
C Financial Assurance Documentation

Section 1. INTRODUCTION

Simi Valley Landfill and Recycling Center (SVLRC) is located at 2801 Madera Road, Simi Valley, California 93065. It has been in operation as a landfill since 1970. In 1972, the site began operations under the Ventura Regional County Sanitation District (now Ventura Regional Sanitation District, VRSD). In 1981, Waste Management of California, Inc (WM), purchased the landfill and received approval to expand the permitted operating life of the facility.

In April 2007, WM submitted an application for Major Modification No. 8, which was deemed complete in November 2007. The Ventura County Planning Division prepared an Environmental Impact Report (EIR) in accordance with county policy and the California Environmental Quality Act. The Application included; an increase in permitted foot print and total boundary, reallocation of daily permitted tonnage limits, the addition of a Material Recovery Facility and Environmental Collection Center (household hazardous waste drop-off), Relocation of Waste Management refuse and recycling collection operations to the landfill, and an increase in green energy production. In April 2011, The Ventura County Planning Commission approved the EIR as complete and made a recommendation of approval to the Board of Supervisors. On July 19, 2011, the Board of Supervisors Certified the EIR, approved CUP 3142, Major Modification No. 8.

Waste Management received a revised Solid Waste Facilities permit on April 3, 2012 and on June 29, 2012 the Zone Clearance for Use Inauguration was received by the site which activates the new Conditional Use Permit 3142-8 (LU07-0048).

On May 18, 2012, the Ventura County Planning Division approved Permit Adjustment LU12-0056 for an adjustment to the operational limits as specified in Condition No. 1, and a clarification to the language in Condition No. 57, of CUP LU07-0048 for the Simi Valley Landfill and Recycling Center (SVLRC). Condition No. 1, was adjusted to maintain the combined limit of 9,250 tons per day (tpd) of municipal solid waste (MSW) and recyclables, but to allow up to 6,000 tpd for MSW and up to 6,000 tpd of recyclables, so long as the combined total limit does not exceed 9,250 tpd. Under the original permit, MSW is limited to 6,000 tpd, and recyclables is limited to 3,250 tpd, for a combined total daily limit of 9,250 tpd. Condition No. 57, was changed to modify the timing of the requirement from "prior to zoning clearance" to "prior to building permit."

On March 7, 2013 revised Waste Discharge Requirements (WDRs) were issued by the Regional Water Quality Control Board, Los Angeles for the continued operation of the SVLRC under the expanded landfill footprint.

On March 13, 2014, the SVLRC submitted an application to the VCAPCD to update the site Title V Permit. The updates included removal of listed equipment no longer onsite, addition of newly installed equipment, and changes to the site contact person listed in the permit. The revised pages of the permit were issued to the site on July 17, 2014.

The SVLRC received a Permit Adjustment to CUP Case No. LU07-0048 on May 2, 2014. The Permit Adjustment (PL14-0036) was issued in response to the site request to process and transfer food waste as part of the facility's recycling program. Food processing and transfer will take place in the area of the site designated for other recycling and recovery activities.

On December 2, 2014, the Planning Director adopted a Mitigated Negative Declaration (MND) to the EIR that evaluated the environmental impacts of an adjustment to the CUP boundary to remove two acres of land from the current permitted buffer area in order to accommodate the Simi Valley Police Department Training Facility/Shooting Range. The request reduced the area that is subject to the CUP from 887 acres to 885 acres, due to the proposed reduction in the buffer area from 519.5 acres to 517.5 acres. The Planning Director approved the request as part of Permit Adjustment Case No. PL14-0031.

On April 21, 2015, the SVLRC submitted to the Ventura County Resource Management Agency, Planning Division an application to upgrade the entrance road of the SVLRC and to install a new scalehouse complex. As part of the permitting process for this project, applications were submitted to the Public Works Division and the Building and Safety Division. Permit applications within these County divisions are currently in the review stage. Expect final clearance at the end of August 2015.

The Air Mitigation Agreement between the VCAPCD and the SVLRC was approved by the Ventura County Board of Supervisors on June 9, 2015. The agreement fulfills condition 83 of CUP LU07-0048.

On September 9, 2015 the Planning Director approved changes to the location and design of the scale house, as well as the removal of protected trees, pursuant to Permit Adjustment Case No. PL15-0055. Changes from Permit Adjustment Case No. PL15-0055 resulted in changes to CUP Condition No. 1 and the addition of Conditions Nos. 92 and 93.

On November 16, 2015, the Planning Director approved changes pursuant to Permit Adjustment Case No. PL15-0190. The changes from Permit Adjustment Case No. PL15-0190 resulted in changes to CUP Condition No. 83.

On December 22, 2015, the SVLRC was issued a 404 permit number SPL-2014-00034-AJS by the US Army Corps of Engineers. The permit authorizes the SVLRC to construct a phased expansion of the existing SVLRC from a waste disposal area of approximately 185 acres into an additional 186 acres of adjacent property to the north and west

The California Department of Fish and Wildlife issued streambed alteration permit number 1600-2014-0087-R5 on January 21, 2016 which allows the SVLRC to impact 3 jurisdictional drainages for the expansion of the SVLRC site.

On January 22, 2016, the RWQCB issued a 401 Permit Modification to the SVLRC site entitled , Modification of the Conditional Certification for Proposed Simi Valley Landfill and Recycling Center Project (Corps' Project No. 2014- 00034-AJS), Calleguas Creek Reach 7, City of Simi Valley, Ventura County (File No. 14-051). The certification allows for the expansion of the landfill in conjunction with the 404 and 1602 permits.

The LEA issued a 5-year Permit Review Report, October 7, 2017. Due to said report, SVLRC was required to apply for an RFI/JTD Amendment. Application was submitted and accepted by LEA on June 21, 2018. SVLRC did a Public Notice for 10 days beginning June 25, 2018.

On July 21, 2017 zoning Clearance for phase 3-1 construction was issued the Ventura County Planning Division.

On December 8, 2017 the Environmental Health Division and the Ventura County Planning Division granted an Emergency Use Authorization to SVLRC in support of the Thomas Fire Cleanup effort. The waiver increased daily tonnage limits to 18,000 tons per day, daily traffic to 1,200 vehicles per day and a 24 hour, seven days a week operating hour. The original 90-day EUA was extended until June 6, 2018.

On November 21, 2018 the Environmental Health Division and the Ventura County Planning Division granted an Emergency Use Authorization to SVLRC in support of the Woolsey and Hill Fire cleanup efforts. The waiver increased daily tonnage limits to 18,000 tons per day, daily traffic to 1,600 trips per day and a 24 hour, seven days a week operation. The original 90-day EUA was extended several times to the final date of August 8, 2019.

The following provides a list of the operating permits that the SVLRC must maintain compliance with:

SVLRC Permits

Issuing Agency	*Permit Number*
Los Angeles Regional Water Quality Control Board, Waste Discharge Requirements	**Order No. R4-2013-0044**
California Integrated Waste Management Board (CIWMB), Solid Waste Facilities Permit	**56-AA-0007**
County of Ventura, Conditional Use Permit (CUP)	**3142-8 (LU07-0048) modified by PAJ LU12-0056 ad PAJ PL14-0036**
Ventura County Air Pollution Control District, Part 70 (Title V) Permit	**01395**

Section 2. Conditional Use Permit (CUP) Requirements

Condition 24a.

A summary of unique events that occurred at the site. At a minimum, this summary shall include discovery of accidents, complaints, and natural disasters.

Special Occurrence Summary

Category	*Number of Incidents*
Fires	Fire at working face 2/14/19 Fire at working face 5/3/19
Miscellaneous	Perimeter Probe exceedance 3/29/19 Odor complaint received 5/30/19
Total	***4***

Adequate procedures were taken to mitigate all events listed above.

Condition 24b.
The total number of vehicles that brought waste to the landfill within the last year.

Listed below are the numbers of vehicles, by month that crossed the scales at the SVLRC from July 2018 through June 2019. Approximately 191,654 vehicles crossed the scales at the site during the analysis period.

MONTH	VEHICLE COUNT
July 2018	18,206
August 2018	19,073
September 2018	17,429
October 2018	18,641
November 2018	16,939
December 2018	17,175
January 2019	16,867
February 2019	21,934
March 2019	26,052
April 2019	30,018
May 2019	25,760
June 2019	18,406
TOTAL	**246,500**

Condition 24c.
A List of new water, leachate and gas wells that were installed on site.

Twenty gas wells were installed during October 2018. Thirteen of the wells were placed in Cell 2-1, and seven were installed in phase one.

Condition 24d.
Number of employees working at the site.

During the reporting period, there were approximately 35 full-time regularly scheduled employees working at Waste Management of California, Inc., at the SVLRC.

Condition 24e.
Any Condition or other permit violations or deficiencies issued by regulatory authorities that pertain to the SVLRC, and how they have been or will be, remedied.

Site was inspected by the Ventura County Air Pollution Control District on March 14, 2019. Inspector detected surface emissions from four locations and thus issued a Notice of Violation. Under the new rule, APCD is required to issue a NOV where in the past these routine occurrences could be fixed

during the inspection. The SVLRC site settled the NOV with the district and paid the fine accessed by the VCAPCD.

On June 10, 2019 the Ventura County Environmental Health Division (LEA) submitted a revised inspection report which included a violation for the exceedance of methane concentration at a perimeter probe. Perimeter probe GP-5R first exceeded the 5% by volume methane concentration on March 28, 2019. Per regulation this was reported to the LEA on March 28th and an investigation was started to identify the source. Currently the source of the gas is still being investigated with Carbon Dating sample results expected in late July.

Condition 24f.
A facility map showing all existing facilities.

A current facility map is included in Attachment A.

Condition 24g.
A current topographic map showing fill, excavation and natural contours within the permit limits, along with an estimate of the remaining site life and capacity at the site.

A topographic map generated from the latest flyover (2/6/2019) is included in Attachment B. Volumes and tons of waste received for the period between the previous and the last flyover, along with an estimate of the remaining capacity, is also included in Attachment B.

Condition 24h.
Documentation of site closure financial assurance.

Financial assurance documentation is included in Attachment C.

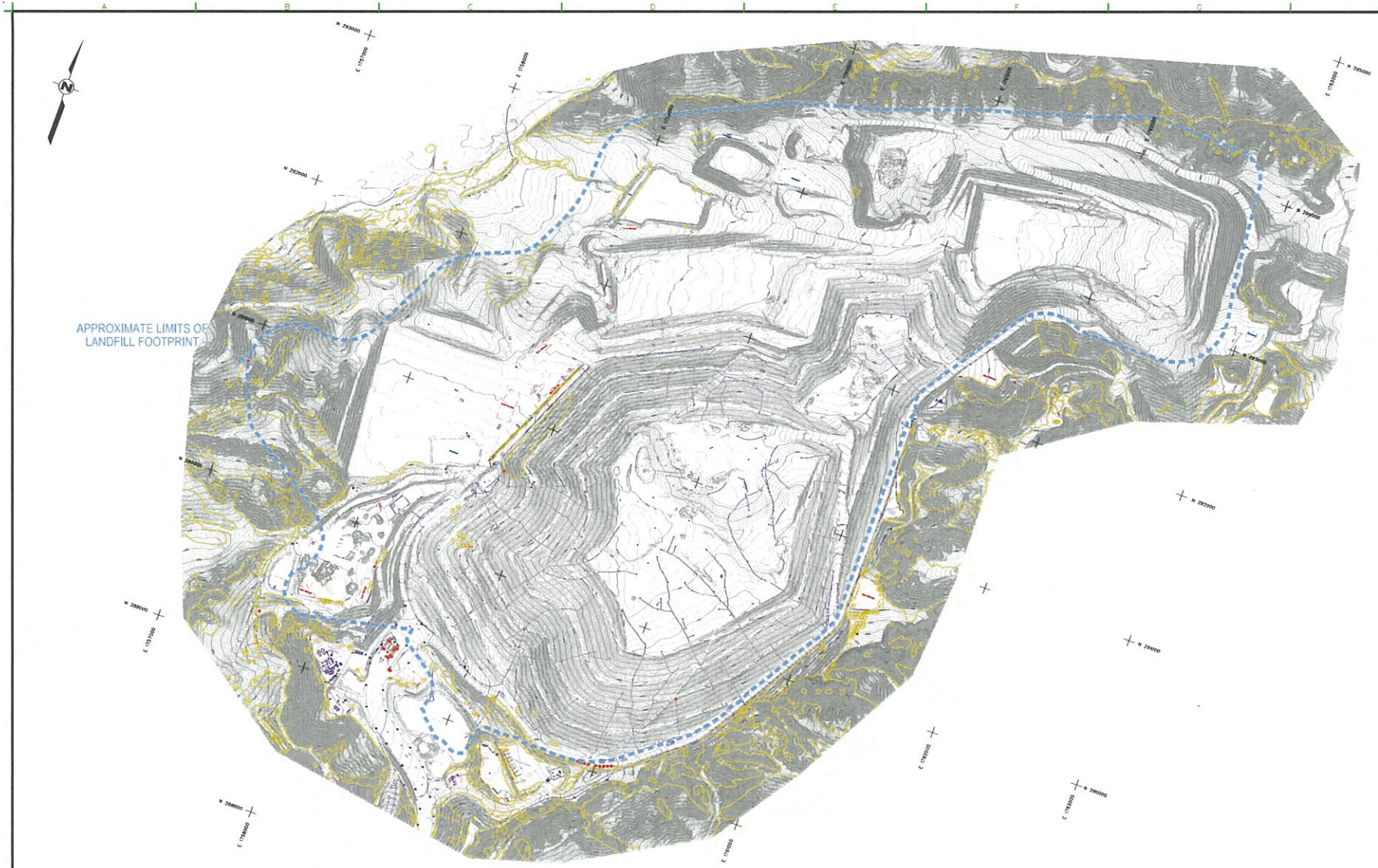
ATTACHMENT A

FACILITY MAP

Legend:
CUP Boundary
CURRENT DISPOSAL AREA
RECYCLING AREA HAUL ROAD
RECYCLING AREA
FLARE AREA
OFFICES
MAIN LANDFILL HAUL ROAD
MAINTENANCE BUILDING
MAIN ENTRANCE
Ronald Reagan Fwy
118
Weshlis St
View Ln Dr
Madera Rd
3000 ft
N
SVLRC Site Map
Google Earth
©2016 Google

ATTACHMENT B

TOPOGRAPHIC MAP
AND
VOLUME AND CAPACITY REPORT



300 0 300 600
SCALE 1" = 600'

WASTE MANAGEMENT

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WASTE MANAGEMENT ("WM"). THIS DOCUMENT IS, AND CONTAINS, CONFIDENTIAL AND TRADE SECRET INFORMATION OF WM. REPRODUCTION, DISCLOSURE OR USE THEREOF IS PERMISSIBLE ONLY AS PROVIDED BY CONTRACTOR OR AS EXPRESSLY AUTHORIZED IN WRITING BY WM. THIS DOCUMENT IS LOANED FOR LIMITED PURPOSES ONLY, AND REMAINS THE PROPERTY OF WM. IT IS TO BE RETURNED UPON REQUEST AND IN ALL EVENTS UPON COMPLETION OF THE PURPOSE OF THE LOAN.

Revisions

No.	Description	Date	By

Approved By:	Cris Dragomir
Checked By:	Cris Dragomir
Drawn By:	Corp. CADD

Project Location:
SIMI VALLEY LANDFILL
SIMI VALLEY, CALIFORNIA

2019 ANNUAL TOPOGRAPHY
DATED FEBRUARY 6, 2019

Drawing No.	CA22-2510-TOPO-02
Scale:	As Shown
Date:	June 2019
Sheet Number:	2

ca22a19_2-6-19.dgn 6/27/2019 3:24:57 PM

Simi Valley Landfill and Recycling Center
Attachment B - Conditions 24g 2 and 3

Types and Amount of Material Recieved at the Landfill Between Aerial Topos (3/1/18 to 2/5/19)	
Disposal:	**Tons**
Non-Hazardous Solid Waste	1,212,343
Sewage Sludge	18,326
Total Disposal Tons	1,230,669
Recycled Materials Used on the Landfill:	
Asphalt/Concrete	40,234
Dirt-Cover	338,116
Treated Auto Shredder Waste-ADC	165,703
Greenwaste-ADC	27,766
C&D ADC	63,286
Total Recycling Tons Used in the Landfill	635,105
Total Tons Discharged to Landfill Between Aerial Topos:	1,865,774

Engineered Remaining Permitted Capacity at Last Aerial Topo 2/28/18:		
Operational Engineering Airspace Consumed Between Aerial Topos	1,851,200	cubic yards
Engineering Estimated Remaining Airspace as of 2/6/19:	82,353,435	cubic yards
*** Estimated Remaining Tonnage Capacity as of 2/6/19:**	98,824,122	Tons
Estimated Remaining Site Life:	2072	

* Note: The Remaining tonnage capacity is based on the operational AUF for the period between flyovers of 1.2 tons per cubic yard.

ATTACHMENT C

FINANCIAL ASSURANCE DOCUMENTATION

Bond Safeguard
Insurance Company

10002 Shelbyville Road, Suite 100
Louisville, KY 40223

July 16, 2019

Karisa Carlos
Financial Assurances Unit, MS 10A-15
California Department of Resources Recycling and Recovery (CalRecycle)

1001 I Street
Sacramento, CA 95814
(916) 341-6323

RE: Simi Valley Landfill, Permit #56-AA-0007
Bond 5017526

Dear Ms. Carlos:

Enclosed please find an increase bond rider for the above-referenced facility. This bond rider demonstrates updated financial assurance for this site.

If you have any questions, please contact Diana Seng of Waste Management:

Diana Seng, Director of Treasury and Financial Assurance
Waste Management
1001 Fannin Street
Houston, TX 77002
(713) 265-1322
dseng@wm.com

Sincerely,

Theresa Pickerrell

Theresa Pickerrell

Bond No. 5017526

RIDER

To be attached to and form a part of Performance Bond, No. 5017526

dated the 15th day of June, 2006 issued by

Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223 as Surety, on behalf of

Waste Management of California, Inc., 2801 Madera Road, Simi Valley, CA 93065, as Principal,

in the penal sum of Five Hundred Eighty-Eight Thousand Seven Hundred Forty-One and 76/100

Dollars ($ 588,741.76), and in favor of California Integrated Waste Management Board ~~1001 I Street, P.O. Box 4025, Sacramento, CA 95814~~

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will increase the bond penalty as follows:

Current Corrective Action Amount: $2,659,591.00
New Corrective Action Amount: $2,718,102.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 30th day of July, 2019

Signed, sealed and dated this 16th day of July, 2019

WITNESS:

Lynnette Long

PRINCIPAL

Waste Management of California, Inc.

By Susan Ritter

Susan Ritter, Attorney-in-Fact

WITNESS:

Lynnette Long

Bond Safeguard Insurance Company

By Theresa Pickerrell

Theresa Pickerrell, Attorney-in-Fact

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On July 16, 2019 before me, Amy Meredith, Notary Public,
(Here insert name and title of the officer)

personally appeared Theresa Pickerrell, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

My commission expires July 30, 2020.

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On July 16, 2019 before me, Amy Meredith, Notary Public,
(Here insert name and title of the officer)

personally appeared Susan Ritter, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

My commission expires July 30, 2020.

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 16, 2019.

Witness:

Diana Seay

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed

David Reed
Vice President and Treasurer

POWER OF ATTORNEY

11078

Bond Safeguard Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, a South Dakota Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, not to exceed $10,000,000.00, Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed to by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it as attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 22nd day of June, 2018.

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

BOND SAFEGUARD INSURANCE COMPANY

BY_____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY_____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Mount Juliet, Tennessee this 16th Day of July, 2019

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

BY_____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Attachment 9- Tab D. Scope of Services

7) Financial Assurance – California Performance Bond Rider

Facility Name: Simi Valley Landfill
Permit No. 56-AA-0007

Bond No. 5017526

RIDER

To be attached to and form a part of Performance Bond, No. 5017526

dated the 15th day of June, 2006 issued by

Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223 as Surety, on behalf of

Waste Management of California, Inc., 2801 Madera Road, Simi Valley, CA 93065, as Principal,

in the penal sum of Five Hundred Eighty-Eight Thousand Seven Hundred Forty-One and 76/100 Dollars ($ 588,741.76), and in favor of California Integrated Waste Management Board ~~1001 I Street, P.O. Box 4025, Sacramento, CA 95814~~

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will increase the bond amount as follows:

Current Corrective Action Amount: $2,718,102.00
New Corrective Action Amount: $2,767,028.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 30th day of July, 2020

Signed, sealed and dated this 30th day of June, 2020

WITNESS: Susan Ritter

PRINCIPAL

Waste Management of California, Inc.

By Sandra L Fusinetti

Sandra L. Fusinetti, Attorney-in-Fact

WITNESS: Susan Ritter

Bond Safeguard Insurance Company

By Theresa Pickerrell

Theresa Pickerrell, Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 30, 2020.

Witness:

Diana Seay

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed

David Reed
Vice President and Treasurer

SOMPO INTERNATIONAL
INSURANCE

11078

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of June, 20 20.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On June 30, 2020 before me, Marie L. Long, Notary Public,
(Here insert name and title of the officer)

personally appeared Sandra L. Fusinetti, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marie L. Long

Notary Public Signature (Notary Public Seal)
My commission expires 2/13/2024.

Marie L. Long
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # KYNP1168
MY COMMISSION EXPIRES FEB. 13, 2024

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On June 30, 2020 before me, Marie L. Long, Notary Public,
(Here insert name and title of the officer)

personally appeared Theresa Pickerrell, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marie L. Long

Notary Public Signature
My commission expires 2/13/2024.

(Notary Public Seal)

Marie L. Long
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # KYNP1168
MY COMMISSION EXPIRES FEB. 13, 2024

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Attachment 9- Tab D. Scope of Services continued

7) **Financial Assurance – Rider to Bond**

Facility Name: Simi Valley Landfill
Permit #: 56-AA-0007

BOND NO. 104323230

RIDER

To be attached to and form a part of Bond No. 104323230

executed by WASTE MANAGEMENT OF CALIFORNIA, INC. as Principal

and by TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety,

in favor of CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY ,

and effective as of _____ .

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the bond amount

FROM: Forty Million One Hundred Six Thousand Seven Hundred Thirty Seven and 00/100 Dollars ($40,106,737.00)

TO: Forty Million Eight Hundred Twenty Eight Thousand Six Hundred Fifty Eight and 00/100 Dollars ($40,828,658.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 30th day of July , 2020 .

Signed and sealed this 10th day of July , 2020 .

WASTE MANAGEMENT OF CALIFORNIA, INC.
Principal

BY: Andrea M. Penaloza
Andrea M. Penaloza Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

BY: Misty Wright
Misty Wright Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Terri L. Morrison, Andrea M. Penaloza, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 10, 2020.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed
Vice President and Treasurer

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Misty Wright, of Houston, Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of July 2020

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

AON
Empower Results®

5555 San Felipe St., Suite 1500
Houston, TX 77056

Karisa Carlos
Financial Assurances Unit, MS 10A-15
California Department of Resources Recycling and Recovery (CalRecycle)
1001 I Street
Sacramento, CA 95814

RE: Waste Management of California, Inc.
Bond No. 104323230 & 60S002520

Dear Karisa Carlos:

Enclosed please find the enclosed the riders for the above referenced bonds. These documents have been executed for the July 30,2020 to July 31,2021 renewal term.

If you have any questions or need further assistance, please contact the Financial Assurance department at Waste Management's Corporate office; contact information is:

Diana Seng 713-265-1322

Sincerely,

Andrea M. Penaloza

enclosures
2331519

Attachment 10 - Tab E. References

List of awarded contracts in last 3 years:

Department of Public Works
Bureau of Street Services
City of Los Angeles
1149 South Broadway, 4th floor
Los Angeles, CA 90015

Pam Ostrander
213-847-2811
Pamela.Ostrander@lacity.org

Contract C-134895
Effective 01/01/2020- 12/31/2023
Total Value: Approx. 6.8 Mil Annual
Simi Value: Approx. $50,000
Multi-Site: Simi Valley (MSW – Street Sweeping), Waste Transfer Station and Recycling (MSW – Street Sweeping), East Valley Diversion (Mixed Inert), Downtown Diversion (Mixed Inert), Carson Transfer Station (MSW – Street Sweeping), South Gate Transfer Station (MSW – Street Sweeping).

City of Culver City
9255 West Jefferson Blvd
Culver City, CA 90232

Kim Braun
Environmental Programs & Operations Manager
310-253-6421
kim.braun@culvercity.org

Effective 1-1-2019 to 12-31-2023
Total Value: Approx. 1.94 Mil Annual
Simi Value: Approx. 1.35 Mil Annual
Multi-Site: Simi Valley (MSW Transfer Loads), Downtown Diversion (C&D Processing),

Proposal to the City of Oxnard

for

For Solid Waste Disposal Services

(RFP# ER 20-96)

July 29, 2020

Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your table of contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Proposers that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"** may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: Ventura Regional Sanitation District

Service to provide: Solid Waste Disposal Services

Main Point of Contact: Chris Theisen

E-mail: christheisen@vrsd.com **Phone:** (805) 658-4600

Tab A Proposal Submission Checklist

General Proposer Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
☑ Tab A:	Proposal Checklist *(this page)*	3
☑ Tab B:	Acknowledgements	5
☑ Tab C:	Company Profile/ Experience	7
☑ Tab D:	Scope of Services	11
☑ Tab E:	References	16
☑ Tab F:	Cost/Budget	18
☑ Tab G:	Proposer Attachment	23

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, Chris Theisen, a duly authorized agent of Ventura Regional Sanitation District

Printed Name of Agent/Officer **Name of Organization**

hereby certify that Ventura Regional Sanitation District by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Chris Theisen Date: July 29, 2020

Title of Agent/Officer: General Manager

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Tab B - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

All Proposer(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship has no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The City's preferred agreement is a separate attachment discussed in the solicitation labeled "City's Preferred Agreement" and "Proposer Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Insurance

d. Conflict of Interest

e. Governing Law

f. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

PROPOSER'S RESPONSE: We have no exceptions or deviations.

2. **Evidence of Insurability/Business Licenses**

All Proposer(s) shall submit evidence of all required insurance. If awarded the contract the Proposer has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Proposer shall certify to the possession of any and all current required licenses or certifications. Proposer must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this agreement for any reason, during the transition close-out period the company/firm/contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent company/firm/contractor; and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new

company/firm/contractor, upon termination or expiration of this agreement for any reason; and

d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab C - Company Profile/Experience

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The company profile should be concise and clear, including descriptive information regarding service delivery. If the proposer is relying on a subcontractor(s) to provide the disposal services and/or optional services, the proposal shall include both the proposer's and its subcontractor's responses. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

PROPOSER'S RESPONSE: Ventura Regional Sanitation District

2. Company overview and disclosure of services or activities performed, including:

   a. Confirm that proposer is authorized to do business in California.
   b. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to any Oxnard elected officials.
   c. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   d. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   e. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
   f. Identify other entities with common ownership and/or management
   g. Describe all services to be performed by subcontractors or affiliated companies, and identify each subcontractor by full name and principal business address.

a. ***PROPOSER'S RESPONSE:*** VRSD is authorized to do business in California

b. ***PROPOSER'S RESPONSE:*** Non-applicable

c. ***PROPOSER'S RESPONSE:*** Located in "Attachment 1"

d. ***PROPOSER'S RESPONSE:*** Located in "Attachment 2"

e. ***PROPOSER'S RESPONSE:*** Located in "Attachment 3"

f. ***PROPOSER'S RESPONSE:*** None

g. ***PROPOSER'S RESPONSE:*** None

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

PROPOSER'S RESPONSE: Located in "Attachment 4"

4. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

PROPOSER'S RESPONSE: Located in "Attachment 5"

5. Describe notices of violation (NOVs) issued by California Department of Resources Recycling and Recovery (CalRecycle) currently pending, or that have occurred in the past three years at the proposed disposal site, along with how the NOVs were remediated.

PROPOSER'S RESPONSE: Located in "Attachment 6"

6. Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, State, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.

PROPOSER'S RESPONSE: Located in "Attachment 7"

7. List the members of your organization who are authorized to negotiate the agreement. Please provide an email address for each individual listed.

PROPOSER'S RESPONSE: Chris Theisen, General Manager, christheisen@vrsd.com

8. Provide documentation or proof of the proposer's worker's compensation experience modification rating.

PROPOSER'S RESPONSE: Located in "Attachment 8"

9. Initially, proposers must provide the following financial information in the proposal for the proposer or, if a corporate guaranty is to be provided, for the guarantor:
   a. Annual revenue from the most recently completed financial statements;
   b. Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements; and,

c. Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.

In lieu of providing the information requested in bullets one 8.a through 8c of this Subsection, public agencies shall report the following:

d. Total revenues and expenses for the proposed landfill for 2019, or for the enterprise fund that manages the proposed landfill.

If selected for further consideration, proposers must be prepared to submit financial statements upon which this requested financial information is based within five (5) business days of the request for the most recently completed fiscal year. All such statements would need to be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis, and must include a statement by the chief financial officer of the proposer's company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements, and cash flow statements, since the date on which they were prepared. If requested to submit financial statements, the proposer may submit a single copy of its financial statements stamped "confidential" with a written request that it be returned to the proposer after the proposal process is complete. The City will attempt to maintain the confidentiality of such a request, although confidentiality cannot be guaranteed.

Prior to award, the selected proposer may be required to submit "reviewed" or "audited" financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with either the City or its consultant if requested.

a. ***PROPOSER'S RESPONSE:*** N/A

b. ***PROPOSER'S RESPONSE:*** N/A

c. ***PROPOSER'S RESPONSE:*** N/A

d. ***PROPOSER'S RESPONSE:*** Located in "Attachment 9"

10. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the key organizational personnel that will actively participate and contribute their skills to this project. At a minimum, key personnel shall include the owners (if privately held and not publicly traded), the individual authorized to enter into this disposal agreement for the proposing entity, the general manager for the landfill operations and the primary contract manager (e.g., primary liaison with the City), or other personnel with similar titles.

Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Current Responsibilities
b. Certifications/licenses, if applicable
c. List other pertinent information that will assist in evaluating Proposer's qualifications.

a. ***PROPOSER'S RESPONSE:*** Located in "Attachment 10"

b. ***PROPOSER'S RESPONSE:*** Located in "Attachment 10"

c. ***PROPOSER'S RESPONSE:*** Located in "Attachment 10"

Proposer can add as many sections to this response box as it needs to state all employees providing services.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Proposer. This solicitation is available for electronic download at www.publicpurchase.com.

Proposers must address all points in this section. All responses are in italicized font in the box.

Summary of Disposal Services

1. Proposer shall provide an executive summary to introduce its proposal, briefly summarize the proposed disposal services, and optional services (if any), and highlight any unique aspects of its approach. In addition, the executive summary can be used to describe any additional programs, enhancements, or other innovations proposed.

PROPOSER'S RESPONSE: Located in "Attachment 11"

2. Identify the landfill name, location, owner, and operator. Provide a copy of the Solid Waste Facility Permit.

PROPOSER'S RESPONSE: Located in "Attachment 12"

3. State the permitted and remaining lifetime capacity of the site and the forecasted closure date of the landfill. Provide the average daily tonnage received over the past year and the permitted daily tonnage. Provide the Remaining Life Assessment Report, which is typically submitted annually to CalRecycle by each landfill site.

PROPOSER'S RESPONSE: Located in "Attachment 13"

4. Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility (e.g. City vehicles can bypass public lines at the gatehouse, landfill clears access roads of nails and other objects that may puncture tires, additional safety features, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 14"

5. Identify operating hours and days for accepting materials, including holidays.

PROPOSER'S RESPONSE: Located in "Attachment 15"

6. If the capacity to be guaranteed to the City relies on an expansion of the landfill and/or some type of permit modification, describe the expansion plans and permit modification process, additional capacity to be constructed, schedule for expansion and permitting process, and status of the expansion plan.

PROPOSER'S RESPONSE: Located in "Attachment 16"

7. Provide documentation demonstrating financial assurance for closure and post-closure care.

PROPOSER'S RESPONSE: Located in "Attachment 17"

8. Provide a description of how on-site greenhouse gas (GHG) emissions are managed. Describe landfill gas (LFG) capture methods and how the harvested methane is being used

PROPOSER'S RESPONSE: Located in "Attachment 18"

9. Provide a written commitment guaranteeing capacity (on a daily basis and annual basis) for the City's solid waste throughout the term of the Future Agreement for disposal services and optional services, if any are proposed. Proposers who are not capable of receiving all of the solid waste tonnage from Del Norte shall indicate the maximum disposal capacity that they are capable of guaranteeing throughout the term of the Future Agreement. If the proposed facility(ies) or service(s) is (are) not owned and operated by the proposer, the proposer shall include a letter of commitment from the owner/operator (subcontractor) guaranteeing capacity.

PROPOSER'S RESPONSE: Located in "Attachment 19"

Summary of Optional Services

1. Identify proposer's capabilities, if any, for providing biosolids disposal. If offering to handle biosolids, please describe the facility(ies) capabilities in terms of handling biosolids that have/have not been mixed with solid waste, and specify the minimum and maximum moisture content. Additionally, please identify any capacity restrictions.

PROPOSER'S RESPONSE: None

2. Identify proposer's capabilities, if any, for providing treated wood disposal services. Additionally, please identify any capacity restrictions.

PROPOSER'S RESPONSE: None

3. Identify proposer's capabilities, if any, for diverting greenwaste. At a minimum, please include the diversion process (e.g. wind row composting, aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

PROPOSER'S RESPONSE: None

4. Identify proposer's capabilities, if any, for diverting food waste. At a minimum, please include the diversion process (e.g. aerated static pile composting, anaerobic digestion, etc.) and the available capacity.

PROPOSER'S RESPONSE: None

5. Identify proposer's capabilities, if any, for diverting bulky wood. At a minimum, please include the diversion process and available capacity.

PROPOSER'S RESPONSE: None

6. Identify proposer's capabilities, if any, for the beneficial reuse of concrete. At a minimum, please include the diversion process and available capacity.

PROPOSER'S RESPONSE: Located in "Attachment 20"

7. Identify proposer's capabilities, if any, for LNG, CNG or RNG fueling of transfer trailers or collection vehicles onsite.

PROPOSER'S RESPONSE: None

Emergency Services

In the event of major accidents, disruptions, or natural calamities, the City is interested in knowing what plans are in place for (i) the proposed facility(ies) if the facility(ies) is damaged, and (ii) handling disaster materials delivered to the facility(ies) by the City and surrounding cities.

1. Describe disaster plans if the facility(ies) are damaged.

PROPOSER'S RESPONSE: Located in "Attachment 21"

2. Describe the plan for handling disaster materials if the City and other surrounding cities deliver disaster materials to the proposed facility(ies).

PROPOSER'S RESPONSE: Located in "Attachment 22"

3. Identify what capabilities, if any, the proposer has to handle disaster materials (including building materials) that would have to be delivered to a Class I disposal facility.

PROPOSER'S RESPONSE: Located in "Attachment 23"

Tab E - References

All Proposers must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Gold Coast Recycling Center and Transfer Station
Address:	5275 Colt Street, Ventura, CA 93003
Contact person:	George Harrison
Email address:	georgeh@ejharrison.com
Telephone address:	(805) 642-9236
Project name:	Transfer Station
Dates worked performed:	Current contract
Summary of scope of services:	Disposal of solid waste (transfer vehicles)
Project cost:	$32.81 per ton

Reference 2	
Company name:	Athens Services
Address:	14048 Valley Boulevard, City of Industry, CA 91746
Contact person:	Greg Loughnane
Email address:	GLoughnane@athensservices.com
Telephone address:	(626) 855-7233
Project name:	City of Santa Paul solid waste disposal
Dates worked performed:	Current contract
Summary of scope of services:	Disposal of City of Santa Paula waste (direct haul)
Project cost:	$34.00 per ton

Reference 3	
Company name:	EJ Harrison & Sons, Inc.
Address:	P.O. Box 4009, Ventura, CA 93007
Contact person:	Nan Drake
Email address:	Nanodrake@aol.com

Telephone address:	(805) 701-9809
Project name:	City of Fillmore solid waste disposal
Dates worked performed:	Current contract
Summary of scope of services:	Disposal of City of Fillmore waste (direct haul)
Project cost:	$34.00 per ton

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

PROPOSER'S RESPONSE: Located in "Attachment 24"

2. Provide a brief description of proposer's experience, providing comparable disposal service and optional services to municipal agencies in California. Include subcontractor's experience as well.

PROPOSER'S RESPONSE: Located in "Attachment 25"

3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

PROPOSER'S RESPONSE: None

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. Proposers may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Two rate proposal forms for disposal services and government fees are separate attachments discussed in the solicitation and are located on the Public Purchase website. The following considerations shall be reviewed by the proposer and reflected in the proposed rates.

1. **Contractor Component**. When completing the rate proposal form, the "contractor component" shall cover all costs associated with owning, operating, and maintaining the facility. It shall include all costs for day-to-day operations; maintenance; environmental and regulatory monitoring and compliance; and, for landfills, closure and post-closure maintenance, etc.
2. **Government Component**. The "government component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc. Proposer shall use Section E of the rate proposal form to itemize each of the fees included in the government component of each rate. The "total government component" calculated in Section E shall match the "government component entered in Sections A and B
3. **Disposal Rate**. When completing the proposed landfill disposal rates, proposer shall complete Section A of the rate proposal form. Proposer shall present a "stand-alone" disposal rate reflecting the pricing if the City selected the proposer to provide only disposal service and not any other enhanced services. Proposer shall present seven disposal rates for the five (5) year term– (i) a rate that reflects receipt at the disposal site of 10% of solid waste to be delivered from the City, (ii) a rate that reflects receipt at the disposal site of 23% of solid waste to be delivered from the City, (iii) a rate that reflects receipt at the disposal site of 33% of solid waste to be delivered from the City, (iv) a rate that reflects receipt at the disposal site of 50% of solid waste to be delivered from the City, (v) a rate that reflects receipt at the disposal site of 67% of solid waste to be delivered from the City, (vi) a rate that reflects receipt at the disposal site of 90% of solid waste to be delivered from the City, (vii) a rate that reflects receipt at the disposal site of 100% of solid waste to be delivered from the City. If proposer lacks sufficient capacity to guarantee capacity for any of these options, please indicate this by placing the words "capacity guarantee unavailable" in the notes column.
4. **Rates for Optional Services (Optional)**. At the proposer's option, proposer may propose rates for optional services for which they have <u>existing capabilities</u> to provide to the City and

can commit to providing to the City at the start of the Future Agreement. In such case, proposer shall complete Section B of the rate proposal form for each type of material it proposes to handle and service, along with the proposed per-ton rate (e.g., biosolid disposal). Proposer shall present rates assuming these optional services may be contracted separately from disposal services. If a proposer is planning to develop the capabilities to provide optional services in the future, proposers, if short listed, will be able to provide detail on the development of these services during the contract negotiation phase of the RFP process.

5. **Vehicle Turnaround Time**. In Section C of the rate proposal form, proposer is required to present the average vehicle turnaround time and the maximum vehicle turnaround time at the facility for solid waste and any optional services provided (which is the time measured from the time a vehicle enters the landfill property until it exits that landfill property).
6. **Disposal Site Distance from City Facilities**. Proposers shall enter the distance of their facility(ies) from the Del Norte Facility and New-Indy Containerboard. The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the total cost per ton for evaluation purposes.

Rate Proposal Form

Material	Contractor Component	Government Component (a)	Total Rate	Maximum Vehicle Turnaround Time (min)	Notes (Optional)
A. Landfill Disposal Rates ($/ton)					
Solid waste - 10% of solid waste	$37.40	$2.57	$39.97	37	
Solid waste - 23% of solid waste	$34.26	$2.57	$36.83	37	
Solid waste - 33% of solid waste	$32.20	$2.57	$34.77	37	
Solid waste - 50% of solid waste	$31.44	$2.57	$34.01	37	
Solid waste - 67% of solid waste	$26.55	$2.57	$29.12	37	See Attachment #19
Solid waste - 90% of solid waste	$23.74	$2.57	$26.31	37	See Attachment #19
Solid waste - 100% of solid waste	$22.71	$2.57	$25.28	37	See Attachment #19
B. Rates for Other Material Handling Services ($/ton) (b)					
Special material - biosolids	$0.00	$0.00	$0.00	0	
Special material - treated wood	$0.00	$0.00	$0.00	0	
Special material - greenwaste diversion	$0.00	$0.00	$0.00	0	
Special material - food waste diversion	$0.00	$0.00	$0.00	0	
Special material - bulky wood diversion	$0.00	$0.00	$0.00	0	

C. Vehicle Turnaround Time

Description	Solid Waste	Biosolids (optional service)	Treated Wood (optional service)	Greenwaste (optional service)	Food Waste (optional service)	Concrete (optional service)	Bulky wood (optional service)
Average vehicle turnaround time (minutes)	34	0	0	0	0	0	0
Maximum vehicle turnaround time (minutes)	37	0	0	0	0	0	0

Notes:

D. Disposal Site Distance From City Facilities (c)

Disposal Site	Distance from Del Norte (miles)	Distance from New-Indy Containerboard (miles)	Notes (optional)
Toland Road Landfill	46	49	

(a) The "Government Component" shall reflect all per-ton rates/fees assessed by various governmental or regulatory agencies including the State, local enforcement agency, County, etc.
(b) Rates for other material handling services shall only be provided if (i) the proposer has existing capabilities to provide these services; and, (ii) the proposer is able to commit to the providing these services to the City at the start date of the agreement.
(c) The Evaluation Committee will utilize the distance from landfill to estimate the transportation costs per ton based on round-trip time to/from the landfill (inclusive of turnaround time) multiplied by the City's hourly operating cost. The transportation cost will then be added to the disposal cost to determine the lowest total cost per ton for evaluation purposes.

Section E: Government Fees	Required Information	Optional (provide information on other material handlings services listed in Section B.)					Notes
(proposer to list each fee below)	Solid Waste	Biosolids	Treated Wood	Greenwaste	Foodwaste	Bulky Wood	
State of California	$1.40	$0.00	$0.00	$0.00	$0.00	$0.00	EHD Fees - BOE
County of Ventura	$1.17	$0.00	$0.00	$0.00	$0.00	$0.00	Monthly Waste Management Fee
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Government Component (a)	$2.57	$0.00	$0.00	$0.00	$0.00	$0.00	

(a) The Total Government Component must equal the Government Component presented on the Rate Proposal Form.

Tab G - Proposer Attachment

Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Proposer's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the proposer as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

PROPOSER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

PROPOSER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Proposers are finding difficulty pasting into the "Proposers Response" boxes in any section of the solicitation, proposers shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Proposer's response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	PLEASE SEE THE NEXT PAGE FOR A	_____
Attachment 2	COMPREHENSIVE LIST OF ALL	_____
Attachment 3	ATTACHMENTS INCLUDED IN	_____
Attachment 4	THIS PROPOSAL	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Tab G - Proposer Attachment
List of All Attachments Included In this Proposal

Attachment Number	Document Title	Page Number
1	Response to Question 2c in Tab C	24 - 27
2	Response to Question 2d in Tab C	28
3	Response to Question 2e in Tab C	29
4	Response to Question 3 in Tab C	30
5	Response to Question 4 in Tab C	31 - 32
6	Response to Question 5 in Tab C	33
7	Response to Question 6 in Tab C	34
8	Response to Question 8 in Tab C	35 - 37
9	Response to Question 9d in Tab C	38 - 39
10	Response to Questions 10a, 10b, and 10c in Tab C	40 - 41
11	Response to Question 1, Summary of Disposal Services, Tab D	42
12	Response to Question 2, Summary of Disposal Services, Tab D	43 - 49
13	Response to Question 3, Summary of Disposal Services, Tab D	50
14	Response to Question 4, Summary of Disposal Services, Tab D	51
15	Response to Question 5, Summary of Disposal Services, Tab D	52
16	Response to Question 6, Summary of Disposal Services, Tab D	53 - 55
17	Response to Question 7, Summary of Disposal Services, Tab D	56 - 60
18	Response to Question 8, Summary of Disposal Services, Tab D	61
19	Response to Question 9, Summary of Disposal Services, Tab D	62
20	Response to Question 6, Summary of Optional Services, Tab D	63
21	Response to Question 1, Emergency Services, Tab D	64
22	Response to Question 2, Emergency Services, Tab D	65
23	Response to Question 3, Emergency Services, Tab D	66
24	Response to Question 1, References, Tab E	67
25	Response to Question 2, References, Tab E	68

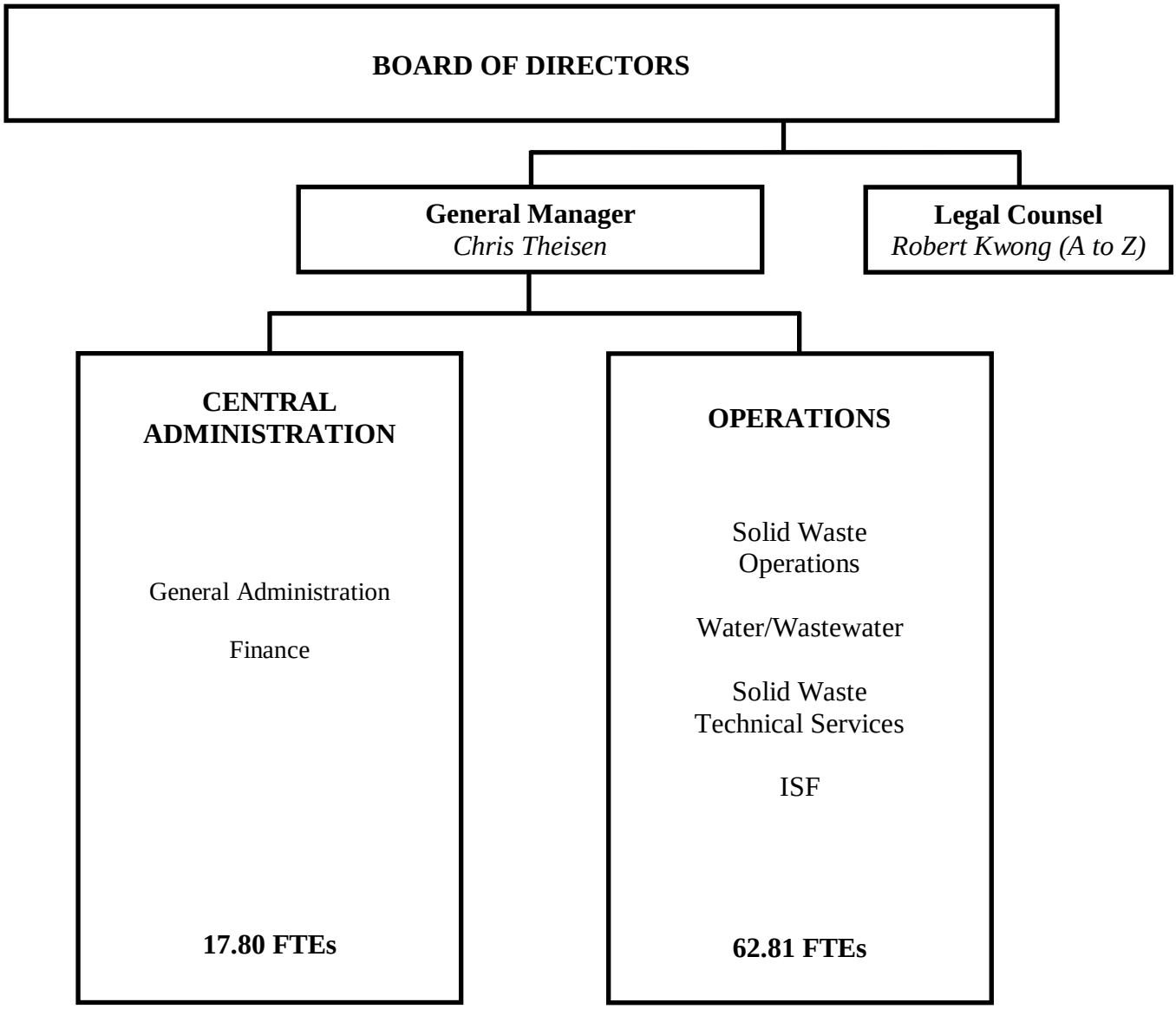
Response to Question 2c in Tab C

2. Company overview and disclosure of services or activities performed, including:
   c. Company hierarchy (President, Vice President, Company Officers, etc.) and an organization chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.

The following three pages include organizational charts, which identify Chris Theisen as the General Manager. Mr. Theisen, along with Richard Jones, who is currently serving as Interim Director of Operations, will have primary responsibility for oversight of services under this contract.

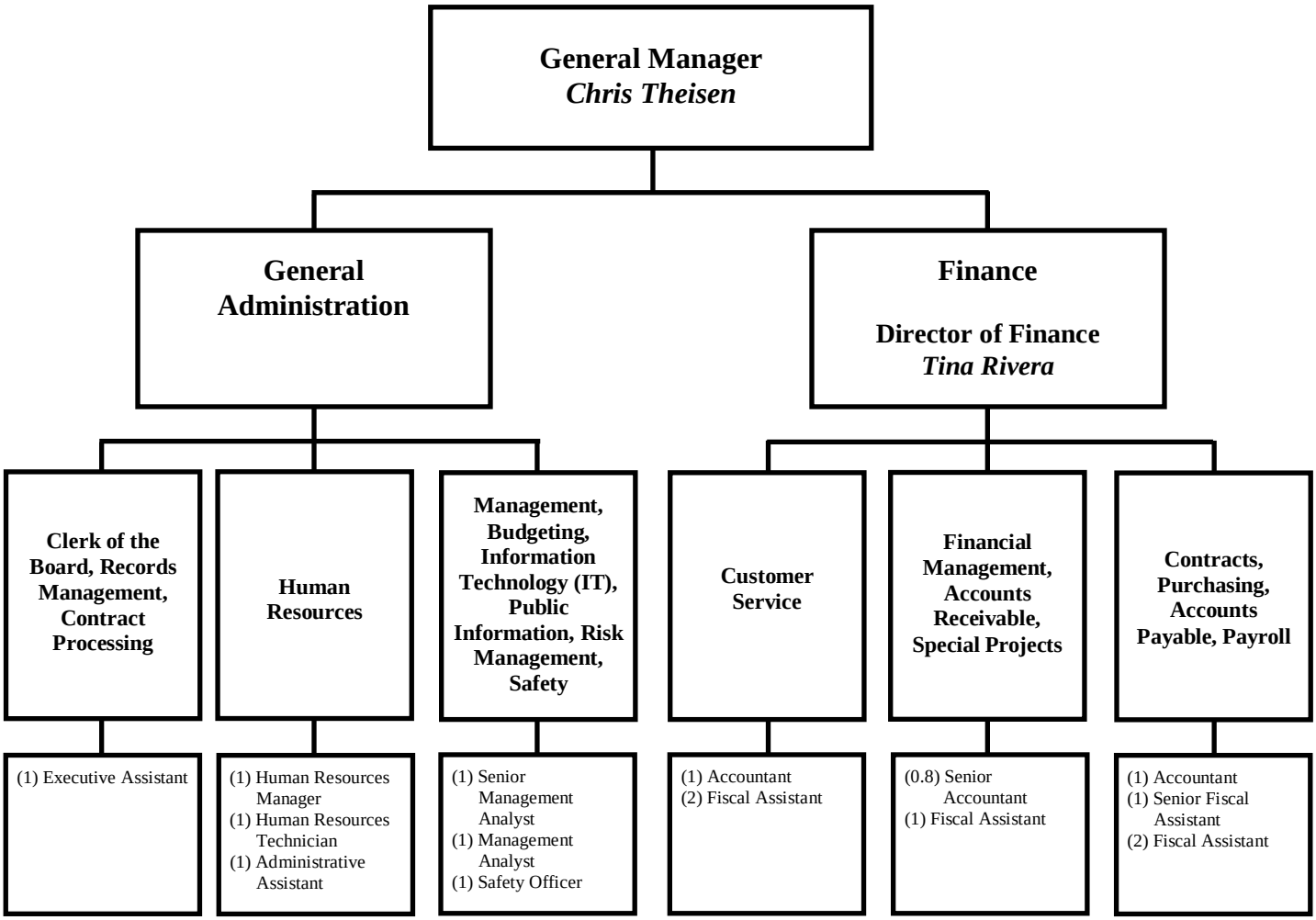
VENTURA REGIONAL SANITATION DISTRICT

Organization Chart



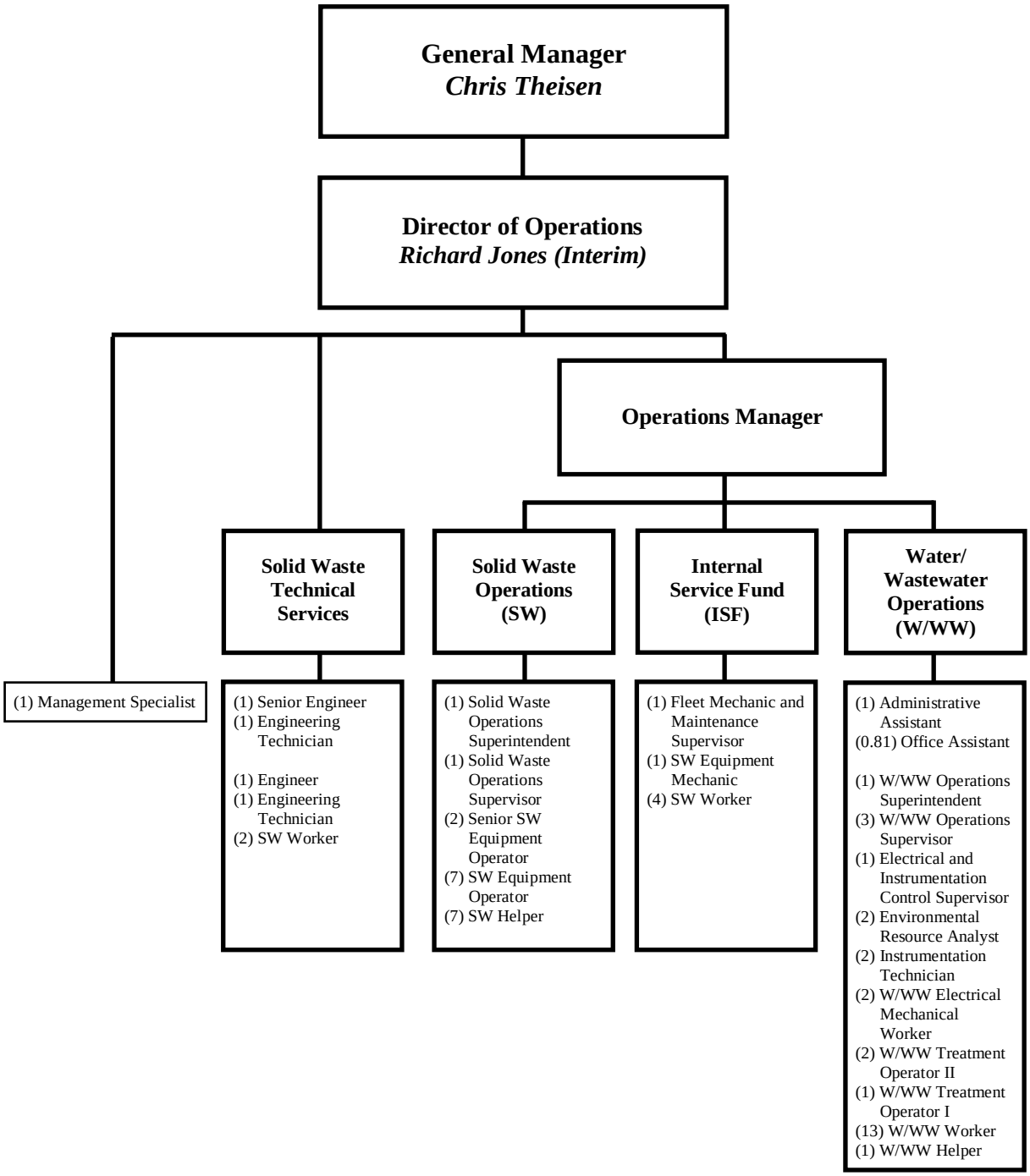
VENTURA REGIONAL SANITATION DISTRICT

Central Administration Organization Chart



VENTURA REGIONAL SANITATION DISTRICT

Operations Organization Chart



Response to Question 2d in Tab C

2. Company overview and disclosure of services or activities performed, including:
   d. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.

The name of this organization is the VENTURA REGIONAL SANITATION DISTRICT. It is a continuation of the Ventura Regional County Sanitation District formed by action of the Ventura County Board of Supervisors on July 28, 1970 and restructured by Health & Safety Code Section 4730.6 (Added by Stats. 1983, c. 391, §1. Amended by Stats. 1987, c. 315, §1; Stats. 1999, c. 550 (S.B. 275), §26, eff. Sept. 28, 1999, operative Jan. 1, 2000.)

The Ventura Regional Sanitation District is a county sanitation district established in accordance with and having the authority and powers defined in the County Sanitation District Act, Health & Safety Code Section 4700 et. seq., to meet the regional refuse disposal and sewerage needs of the Ventura County area provided for under that Act.

The District commencement of the District's responsibilities with regard to solid waste disposal services took place on July 1, 1972 when the Ventura County Board of Supervisors transferred this responsibility from the County to VRSD. Toland Road Landfill (originally the Toland Road Sanitary Landfill) has been operating ever since and was permitted to accept the current 1,500 tons per day under a 1996 FEIR for County CUP No. 3141.

Response to Question 2e in Tab C

2. Company overview and disclosure of services or activities performed, including:
   e. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

The main office for VRSD is:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

VRSD has a total of approximately 75 employees in all departments.

Response to Question 3 in Tab C

3. An explanation of any litigation, current or within the last 5 years, involving the Proposer or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

Neither VRSD nor any of its principal officers has been involved in any litigation in connection with any contract, agreement or memorandum of understanding currently or within the last five (5) years.
Neither VRSD nor any of its principal officers is under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency.

Response to Question 4 in Tab C

4. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

The following page is a table of any and all fines, penalties, settlements, and damages, paid by Ventura Regional Sanitation District in the past five years.

VENTURA REGIONAL SANITATION DISTRICT

TAB C - Company Profile/Experience Question #4: Penalties/Fines

Date	Originating Master Name	Originating Document Number	Reference	Amount	Incident Narrative	Changes Made in Response
5/31/2018	AIR RESOURCES BOARD-PERP RENEWAL	055385	AIR RESOURCES - LATE FEES FOR	45.00	Resulted from late payment of annual fee for Portable Equipment Registration Program.	Resulted from late payment of annual fee for Portable Equipment Registration Program.
3/6/2018	CALIFORNIA RIVER WATCH	3/5/18-CRW	CONSENT DECREE-CRW VS VRSD&MBC	50,000.00	Settlement / consent decree over Clean Water Act / Waste Discharge Requirement violation at the Malibu Bay Club wastewater treatment plant.	Engineering report to be provided
3/8/2017	CASMALIA RESOURCES SITE CUSTODIAL	3/8/17	US EPA SETTLEMNT CASMALIA SITE	7,967.00	CERCLA contribution payment for de minimis amount of hazardous waste transportaiton to Casmalia	Ceased all hazardous waste handling, transport and transport. No further payments necessary.
6/29/2017	ENVIRONMENTAL DEFENSE CENTER	060117	REIMBURSEMENT OF FEES & COST	65,000.00	Settlement / Consent Decree on Clean Water Act Citizen Suit involving Stormwater Pollution Prevention Plan and State Industrial General Permit violation	Planned and implemented multi-step improvements to SWPPP, including substantial revamping of detention basin and filter system.
4/12/2018	ENVIRONMENTAL DEFENSE CENTER	10604	2017 COMPLIANCE MNTRG COSTS	1,232.00	Settlement / Consent Decree on Clean Water Act Citizen Suit involving Stormwater Pollution Prevention Plan and State Industrial General Permit violation	Planned and implemented multi-step improvements to SWPPP, including substantial revamping of detention basin and filter system.
1/16/2019	ENVIRONMENTAL DEFENSE CENTER	10604-CY2018	2018 COMPLIANCE MNTRG COSTS	1,422.00	Settlement / Consent Decree on Clean Water Act Citizen Suit involving Stormwater Pollution Prevention Plan and State Industrial General Permit violation	Planned and implemented multi-step improvements to SWPPP, including substantial revamping of detention basin and filter system.
1/16/2019	ENVIRONMENTAL DEFENSE CENTER	10843	2018 COMPLIANCE MNTRG COSTS	4,614.50	Settlement / Consent Decree on Clean Water Act Citizen Suit involving Stormwater Pollution Prevention Plan and State Industrial General Permit violation	Planned and implemented multi-step improvements to SWPPP, including substantial revamping of detention basin and filter system.
3/31/2020	ENVIRONMENTAL DEFENSE CENTER	11313	2019-20 COMPLNC MNTRG FNL PMT	7,161.00	Settlement / Consent Decree on Clean Water Act Citizen Suit involving Stormwater Pollution Prevention Plan and State Industrial General Permit violation	Planned and implemented multi-step improvements to SWPPP, including substantial revamping of detention basin and filter system.
1/19/2017	STATE OF CALIFORNIA	INSP. NO. 1091440	DOSH PENALTY INSPECT #1091440	910.00	Heat stress-proper outdoor coverings	Additional training so that all employees are made aware of supplies available to them
10/31/2018	STATE OF CALIFORNIA	1115411	DOSH PENALTY CITATION 1115411	280.00	Failure to report subsurface fires	VCFD conducted a site analysis and training; VRSD policies were revised to include proper protocols for PPE
12/19/2018	STATE OF CALIFORNIA	1142292	DOSH PENALTY CITATION #1142292	3,280.00	Claim that District failed to report a serious accident. All items that required abatement have been corrected.	Improved and clarified confined spaces protocols and practices
6/29/2017	THE NATURE CONSERVANCY	060117	MITIGATION PMT SPECIE RMVL SCR	75,000.00	Settlement in EDC v VRSD Clean Water Act Case; in lieu of civil penalties payment to fund habitat restoration	Related to Environmental Defense Center case / in lieu of penalty payment / Santa Clara River habitat restoration
12/27/2016	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	12/7/16	NOTICE OF VIOLATION SETTLEMENT	1,250.00	Settlement of NOV for methane gas emissions at Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
12/27/2016	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	12/7/16	NOTICE OF VIOLATION SETTLEMENT	1,250.00	Settlement of NOV for methane gas emissions at Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
12/27/2016	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	12/7/16	NOTICE OF VIOLATION SETTLEMENT	5,220.00	Settlement of NOV for methane gas emissions at Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
4/30/2017	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	NV23681-17	SETTLEMENT FOR VIOLATIONS	2,000.00	Settlement of NOV for repeatable vapor leaks, Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
4/19/2018	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	NV23697-18	APCD VIOLATION FEE	2,000.00	Settlement of NOV for repeatable vapor leaks, Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
12/19/2018	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	NV23915-18	NOTICE OF VIOLATION 11/29/18	1,500.00	Settlement of NOV for repeatable vapor leaks, Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
4/30/2019	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	NV23928-19	NOTICE OF VIOLATION 23928	1,000.00	Settlement of NOV for repeatable vapor leaks, Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken
12/31/2019	VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT	23941	TOLAND LANDFILL VIOLATION	2,000.00	Settlement of NOV for repeatable vapor leaks, Toland Road Landfill	Improved methane gas emission testing with probe and timely corrective actions taken

Response to Question 5 in Tab C

5. Describe notices of violation (NOVs) issued by California Department of Resources Recycling and Recovery (Cal Recycle) currently pending, or that have occurred in the past three years at the proposed disposal site, along with how the NOVs were remediated.

VRSD has received two (2) NOVs from Cal Recycle at the Toland Road Landfill within the last three years.

The first NOV was issued by Cal Recycle on November 28, 2017, because the application of daily cover was insufficient to satisfy the requirements of the applicable regulations.

The second NOV was issued by Cal Recycle on April 22, 2019, for lack of intermediate cover.

In both cases, VRSD personnel immediately resolved the noted non-compliance and the Local Enforcement Agency (County Environmental Health Division) cleared VRSD of these violations upon re-inspection. Additionally, VRSD implemented additional training with all landfill operations staff to prevent such non-compliance in the future.

Response to Question 6 in Tab C

6. Provide contact names for regulatory agencies that monitor the facility's(ies') compliance with applicable local, State, and federal laws and regulations including name of the regulatory agency, contact person's title, and telephone number.

Agencies who monitor compliance for Toland Road Landfill and the contacts are as follows:

Regional Water Quality Control Board
Enrique Casas, Engineering Geologist - Land Disposal Unit
(213) 620-2299

Ventura County Air Pollution Control District
Zach Jirkovsky, Air Quality Specialist
(805) 645-1409

County of Ventura, Environmental Health Division - Solid Waste (also known as the Local Enforcement Agency ("LEA") for Cal Recycle)
Mike Villaraza, Environmental Health Specialist
(805) 654-2433

County of Ventura, Environmental Health Division, Hazardous Materials (also known as the Certified Unified Program Agency "CUPA" for Cal Recycle)
Dave Wadsworth, Hazardous Materials Inspector
(805) 654-3523

County of Ventura, Resource Management Agency, Planning Division
Thomas Chaffee, Planner Commercial and Industrial Permits
(805) 654-2406

Ventura County Public Works Agency, Integrated Waste Management Division
Gloria Silvestri-Whitcomb, Environmental Resource Analyst
(805)658-4319

Generally, VRSD owns, manages, and operates, the Toland Road Landfill under the regulatory oversight of several state and local government agencies including, but not limited to: California Environmental Protection Agency; California Department of Resources Recycling and Recovery (Cal Recycle); California Air Resources Board; California Department of Toxic Substance Control; California State Water Resources Control Board (SWRCB); the Los Angeles Regional Water Quality Control Board (RWQCB); California Natural Resources Agency; County of Ventura, Planning Division; Ventura County Air Pollution Control District (VCAPCD); County of Ventura, Environmental Health Division; and the County of Ventura, Integrated Waste Management Division.

Response to Question 8 in Tab C

8. Provide documentation or proof of the proposer's worker's compensation experience modification rating.

The following two pages contain a letter from Alliant Insurance Services, on behalf of California Sanitation Risk Management Authority, regarding Ventura Regional Sanitation District's workers' compensation coverage. The experience modification factor is highlighted on the first page.

CSRMA California Sanitation Risk Management Authority

c/o ALLIANT INSURANCE SERVICES, INC.
100 Pine Street, 11th Floor, San Francisco, CA 94111-5101

Insurance License No.: 0C36861
Tel: 415.403.1400 Fax: 415.874.4813

OFFICERS:
Greg Baatrup, President
707.429.8930
Craig Murray, Vice President
805.684.7214

PAST PRESIDENTS:
Paul Bushee
2014-2018
Russ Baggerly
2010-2014

July 1, 2020

Mr. Michael Castro
Ventura Regional Sanitation District
1001 Partridge Dr., Suite 150
Ventura, CA 93003-0704

WORKERS' COMPENSATION RENEWAL
PROGRAM YEAR 31 - JULY 1, 2020 – JULY 1, 2021

Dear Michael:

Ventura Regional Sanitation District's Workers' Compensation coverage has been renewed effective July 1, 2020. We have enclosed CSRMA's invoice number 6693 in the amount of $451,789., representing the deposit premium, as well as any retrospective adjustments from previous program years. The deposit premium was calculated based on the following payroll and rates.

Class Code	Payroll	Rate	Deposit
7580	2,851,904.	0.036616165	104,426.
8810	1,688,829.	0.003107645	5,248.
6307		0.104849240	.
6308		0.050397895	.
8742	278,200.	0.004458795	1,240.
0251		0.055532265	.
7520		0.039723810	.
9424	1,814,271.	0.077691125	140,953.
8601	410,242.	0.003648105	1,497.
Public Officials	9	50.00	450.
Note: Rates have been truncated for the purpose of this table resulting in rounding differences.			

Manual Premium:	$ 253,814.
Ex-Mod Factor:	X 1.78
Deposit Premium =	**$ 451,789.**

(CONTINUED ON NEXT PAGE)

A Joint Powers Authority

The Executive Board approved the renewal of the Program with an overall increase in total costs of approximately 6.73%, largely driven by loss development in the most recent five program years and an overall increase in payroll. Costs for individual members varied, as a result of fluctuations in payroll and experience modification factors.

The Excess Workers' Compensation policy renewed with Safety National Casualty Corporation. The pooled layer will remain at $750,000. Safety National will continue to provide Statutory Limits. State National Insurance Company will continue to provide a buffer layer ($500,000 x $250,000) between the pooled layer and Safety National, which is a means to protect pool assets by taking less risk while keeping the overall cost to the members essentially the same as at the $750,000 self-insured retention.

The Retrospective Rating Calculation results have historically been included as a debit or credit on member renewal invoices. This year, the calculation has resulted in a total formula return to the members of $1,040,433. Based on ongoing conversations at the Workers' Compensation Committee and Executive Board level involving the Program's equity/deficit position, dividend declaration, and the target equity goals of the JPA, the Executive Board has taken action to hold the retro return in abeyance until either such time that the target equity goals of the Program are met, or that such goals are revised. The projected net equity in the Program at July 1, 2020 is $957,296. The Program Administrators will continue to work with the JPA leadership to preserve and build the equity position in the Program and will report back to the membership with additional information on the equity build strategies.

Once the Excess Workers' Compensation and Employer's Liability coverage documents have been received and reviewed, they will be forwarded to you.

In order to calculate your final premium for PY 30 2019/2020, you will receive an audit report form noting last year's estimated payroll. Please update the form with the actual payroll for PY 30 2019/2020. A separate invoice or credit statement will then be issued for the audit.

If you have any questions, please do not hesitate to call us.

Sincerely,

Myron Leavell
Alliant Insurance Services
Program Administrators

cc: Seth Cole
Dennis Mulqueeney
P.J. Skarlanic

Enclosures

G:\Share\CLIENT\jpa\CSRMA\Workers Comp\renewal\2020 - 2021 - PY 31\Member Correspondence\CSRMA - 20-21 - WC Renewal Invoice & Binder Transmittal - MAIL MERGE.docx

Response to Question 9d in Tab C

9. Initially, proposers must provide the following financial information in the proposal for the proposer or, if a corporate guaranty is to be provided, for the guarantor:
   a. Annual revenue from the most recently completed financial statements;
   b. Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements; and,
   c. Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.

   In lieu of providing the information requested in bullets 9a through 9c of this Subsection, public agencies shall report the following:
   d. Total revenues and expenses for the proposed landfill for 2019, or for the enterprise fund that manages the proposed landfill.

The following page is the Fiscal Year 2019 Statement of Revenues, Expenses, and Change in Net Position, for the VRSD Enterprise.

VENTURA REGIONAL SANITATION DISTRICT

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Fiscal year ended June 30, 2019 (with comparative data for June 30, 2018)

	2019	2018
Operating revenues:		
Disposal and sanitation fees	$ 13,093,423	$ 20,174,869
Contract services	9,098,953	7,902,095
Utility electricity sales	47,954	110,755
Other revenue	217,836	2,453,551
Total operating revenues	22,458,166	30,641,270
Operating expenses:		
Salaries and benefits	9,195,430	8,705,859
Management and administrative	527,310	378,310
Services and supplies	3,142,015	4,653,117
Professional services	1,851,660	3,966,343
Facility maintenance	1,327,901	1,641,778
Provision for landfill closure/postclosure	549,941	(8,628,028)
Permits, licences and fees	1,569,268	2,203,748
Total operating expenses	18,163,525	12,921,127
Operating income before depreciation and amortization	4,294,641	17,720,143
Depreciation and amortization	(4,491,164)	(4,252,891)
Operating income(loss)	(196,523)	13,467,252
Non-operating revenues(expenses):		
Interest and investment earnings	1,805,781	82,513
Gain (loss) on sales/disposals of capital assets, net	(11,448,766)	16,823
Interest expense	(560,528)	(634,937)
Other, net	168,512	1,352,219
Total non-operating revenues (expenses), net	(10,035,001)	816,618
Change in net position	(10,231,524)	14,283,870
Net position, beginning of year	48,288,107	34,686,086
Cumulative effect of accounting changes	-	(681,849)
Net position, beginning of year, as restated	48,288,107	34,004,237
Net position, end of year	$ 38,056,583	$ 48,288,107

Response to Questions 10a, 10b, and 10c in Tab C

10. Credentials/Resumes/Certifications/Licenses:
    This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the key organizational personnel that will actively participate and contribute their skills to this project. At a minimum, key personnel shall include the owners (if privately held and not publicly traded), the individual authorized to enter into this disposal agreement for the proposing entity, the general manager for the landfill operations and the primary contract manager (e.g., primary liaison with the City), or other personnel with similar titles.

    Proposer shall specifically provide the following information on all employees to be providing services related to this solicitation:
    a. Current Responsibilities
    b. Certifications/licenses, if applicable
    c. List other pertinent information that will assist in evaluating Proposer's qualifications.

Richard Jones, VRSD's Interim Director of Operations, will serve as the City's primary point of contact. Mr. Jones reports directly to Chris Theisen, the District's General Manager, and has the ability and the authority to provide prompt attention to routine and emergency needs that may arise in the course of the contract. Mr. Edward Pettit, the District's Regulatory Compliance Officer, reports directly to Mr. Jones. Professional profiles of Mr. Theisen, Mr. Jones, and Mr. Pettit, are shown below. VRSD will supply additional professional profiles for any employees so desired by the City.

Chris Theisen, General Manager

Education: B.S. Civil Engineering, University of California at Berkeley
MBA, UCLA Anderson

Registration: Registered Civil Engineer in State of California, C51206

Chris Theisen has 30 years of municipal civil engineering and management experience working as a consultant and employee for various government agencies in Los Angeles and Ventura Counties. He has served in various technical and management roles for various organizations. He was appointed as the General Manger of VRSD in May 2016.

Richard Jones, Interim Director of Operations

Certification: Water Distribution, Grade 2
Wastewater Collection, Grade 4
Pipeline Assessment & Condition / Manhole Assessment Programs,
National Association of Sewer Service Companies (NASSCO)

Richard Jones, has been working in the water and wastewater industry for more than 30 years. His experience includes nine years as a Utilities Man with the United States Navy SeaBees and three years as a Calibration Technician in the aerospace industry. He then moved on to the public sector.

Mr. Jones began working with the City of Ventura as a Maintenance Worker and worked his way up to a Supervisor of the Water Distribution Section, where his responsibilities included operation,

maintenance, capital improvement, and budget development and oversight. From there, he went on to the City of Santa Paula where he worked as the Water Superintendent. In Santa Paula, Mr. Jones was responsible for the Water Department, developed the Wastewater Collection System Team, and assisted with start-up of the City's new Wastewater Treatment Plant. As conditions changed within the City's structure, his duties were expanded to cover all aspects of Public Works activities.

Mr. Jones joined VRSD in 2010 as the Water/Wastewater Maintenance Supervisor. Within one year, he was promoted to the Division Superintendent, where he has responsibility for all aspects of the Water and Wastewater Division. In 2019 Mr. Jones was promoted to the Operations Manager for VRSD's Operations Department in order to leverage his leadership skills for the benefit of the Department's Solid Waste Division as well as the Water/Wastewater Division. Upon the departure of the previous Director of Operations in June of 2020, Mr. Jones was named to lead the Department as the Interim Director of Operations.

Edward Pettit, Regulatory Compliance Officer

Education: B.S. Environmental and Systematic Biology, Cal Poly, San Luis Obispo
Graduate Studies, Microbiology, University of Texas, Arlington

Edward Pettit has over 30 years of environmental and environmental compliance experience working as a consultant and a project manager for various firms along the West Coast. Prior to coming to the District, he worked as an Environmental Protection Manager for Waste Management (WM) of California, WM of Hawaii, and other WM market areas along West Coast. He has been with the District since 2016.

VRSD also employs a wide array of leading industry solid waste consultants to augment District staff.

Response to Question 1, Summary of Disposal Services, Tab D

Summary of Disposal Services

1. Proposer shall provide an executive summary to introduce its proposal, briefly summarize the proposed disposal services, and optional services (if any), and highlight any unique aspects of its approach. In addition, the executive summary can be used to describe any additional programs, enhancements, or other innovations proposed.

The Ventura Regional Sanitation District is pleased to submit this proposal in response to the City's Request for Proposals (RFP# ER 20-96) for Solid Waste Disposal Services.

The City and VRSD have a long history of partnering to provide solid waste disposal services to residents of the City of Oxnard and other communities and entities which dispose of waste through the City. We would like to continue to be a part of your planning to ensure that our mutually beneficial service provision can continue well into the future.

As you will see from information included in our proposal, the City will be able to rely on VRSD's Toland Road Landfill as a viable disposal site for the lifetime of the contemplated contract. The Toland Road Landfill has sufficient airspace to operate past the current 2027 expiration date of the current conditional use permit.

In addition, VRSD is seeking to modify the conditional use permit and the Solid Waste Facilities Permit to allow us to accept more waste than the current 1,500 tons per day. If our request is approved, we would have enough disposal capacity to accept 100% of the City's waste in the future, if the City so desired. We are extremely optimistic that our modification request will be approved because it makes sense for the Toland Road Landfill to act as the disposal site of choice for western Ventura County due to time, cost, and environmental considerations.

While we understand that the City wishes to explore a number of optional services as part of this proposal process, VRSD will not be proposing on these. In many cases we simply don't supply these services, and we think the City may need to look elsewhere for these types of services. VRSD is on a quest to become a cost-efficient supplier of basic solid waste disposal services to western Ventura County, and we hope you can appreciate that goal.

We look forward to hearing from the City once the proposals have been evaluated and we stand ready to help the City to continue to supply cost-efficient, reliable solid waste disposal services for its rate paying customers.

Sincerely,

Chris Theisen
General Manager

Response to Question 2, Summary of Disposal Services, Tab D

Summary of Disposal Services

2. Identify the landfill name, location, owner, and operator. Provide a copy of the Solid Waste Facility Permit.

The name of the landfill is the Toland Road Landfill.

The landfill is located in unincorporated Ventura County. The address of the landfill is:

Toland Road Landfill
3500 Toland Road
Santa Paula, CA 93060

The owner and operator of the landfill is:

The Ventura Regional Sanitation District

A copy of the Solid Waste Facility Permit is attached hereto.

SOLID WASTE FACILITY PERMIT

1. Facility/Permit Number:

56-AA-0005

2. Name and Street Address of Facility:

Toland Road Landfill
3500 N. Toland Road
Santa Paula, CA 93060

3. Name and Mailing Address of Operator:

Ventura Regional Sanitation District
1001 Partridge Dr., Suite 150
Ventura, CA 93003

4. Name and Mailing Address of Owner:

Ventura Regional Sanitation District
1001 Partridge Dr., Suite 150
Ventura, CA 93003

5. Specifications:

a. Permitted Operations:

[ ] Composting Facility (mixed wastes)
[ ] Composting Facility (yard waste)
[X] Landfill Disposal Site
[ ] Material Recovery Facility
[ ] Processing Facility
[ ] Transfer Station
[ ] Transformation Facility
[ ] Other:

b. Permitted Hours of Operation:

The landfill may be in operation up to 6 days a week, Monday through Saturday, between the hours of 5:30 a.m. and 7:00 p.m. Operations permitted during this time period include, but, are not limited to: waste handling, cover operations, site grading, or any other heavy equipment operations on the surface or areas surrounding the refuse column. Waste receipt and disposal activities, e.g., spreading and compaction, shall only occur between 6:00 a.m. and 6:00 p.m. These operations are further defined in Joint Technical Document (JTD), Table 1. The site is closed on specific holidays. The hours and days of operation may be modified as provided in the Emergency Operations Plan and as approved or directed by the Local Enforcement Agency (LEA).

c. Permitted Tons per Operating Day: 1500 Tons/Day

d. Permitted Traffic Volume: 210 Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	216.5	91.4	a	a	a	a
Design Capacity		30 million cubic yds.	tpd	tpd	tpd	tpd
Max. Elevation (Ft. MSL)		1435				
Max. Depth (Ft. BGS)		330				
Estimated Closure Date		May 2027				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The stipulated permit findings and conditions are integral parts of this permit & supersede the conditions of any previously issued permit.

6. Approval:

Approving Officer Signature

William Stratton, Director
Name/Title

7. Enforcement Agency Name and Address:

Ventura County Environmental Health Division
Resource Management Agency
County of Ventura
800 S. Victoria Ave.
Ventura, CA 93009-1730

8. Received by CIWMB:

August 9, 2002

9. CIWMB Concurrence Date:

August 20, 2002

10. Permit Issued Date:

August 29, 2002

11A. Next Permit Review Due Date:

March 14, 2017

11B. Permit Transfer Date:

N/A

11C. Permit Review Date:

March 14, 2012

Legal Description of Facility:

The facility boundary is shown in Attachment A, Drawing 2 (full size drawing Sheet 2). This includes Parcels 9 and 10 and a portion of Parcel 23. The legal description of the facility is as follows:

Parcel 9

The northeast quarter of Section 29, Township 4 North, Range 20 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official plat of the survey of said land on file in the Bureau of Land Management.

AND that certain parcel of land described as follows:

A portion of the south half of Section 29, Township 4 North, Range 20 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official plat thereof described as follows:

1. BEGINNING at the center of said Section 29;
2. Thence South 89°39'50" West, 425 feet along the northerly line of said south half;
3. Thence South 27°41'19" East, 112.29 feet to a line parallel to, and 100 feet southerly of said northerly line;
4. Thence North 89°39'50" East, 557.24 feet along said parallel line to a non-tangent curve concave easterly, having a radius of 370.00 feet and the westerly line of 40-feet wide access easement as described in the document recorded in Book 3646, Page 210 of Official Records;.
5. Thence along the westerly line of said access easement for the following two courses;
6. Northerly along said curve an arc distance of 61.78 feet, through a central angle of 9°34'02";
7. Thence tangent to said curve North 10°15'00" East, 39.27 feet to said northerly line of the south half of section 29;
8. Thence South 89°39'50" West 197.43 feet along said northerly line to the POINT OF BEGINNING.

Parcel 10

That portion of the South half of Section 29, Township 4 North, Range 20 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official plat thereof described as follows:

1. BEGINNING at the center of said Section 29;
2. Thence South 89°39'50" West, 425.00 feet along the northerly line of the southwest quarter of said Section;
3. Thence South 27°41'19" East, 112.59 feet to the TRUE POINT OF BEGINNING;
4. Thence South 27°41'19" East, 1174.66 feet;
5. Thence South 50°24'38" East, 124.81 feet;
6. Thence South 10°50'17" East, 540.00 feet;
7. Thence South 32°16'24" West, 367.76 feet;
8. Thence South 4°24'45" East, 206.55 feet to the centerline of that certain 40 feet wide access easement as described in Exhibit "B" in that certain lease agreement between William Dennis O'Leary and the County of Ventura as recorded as Document Number 16954 in Book 3646, page 210 of Official Records of said County;
9. Thence along the centerline of said access easement for the following two courses;
10. South 50°15'00" West, 108.78 feet to a tangent curve concave southeasterly, having a radius of 407.30 feet;
11. Thence Southerly along said curve an arc distance of 355.44 feet, through a central angel of 50°00'00" to the southerly line of said Section 29;
12. Thence North 89°28'10" East, 30.00 feet to the southwest corner of the southeast quarter of said Section 29;
13. Thence North 89°28'10" East, 662.63 feet along the southerly line of said Section 29, to the southeast corner of the west one-half of the southwest quarter of the southeast quarter of said Section 29;
14. Thence North 0°09'00" East, 1323.73 feet along the easterly line of said west one-half, to the northeast corner of said west one-half;
15. Thence North 89°34'10" East, 660.90 feet along the southerly line of the northwest quarter of the southeast quarter of said Section 29, to the southeast corner of the northwest quarter of the southeast quarter of said Section 29;
16. Thence North 0°04'25" East, 1323.22 feet along the easterly line of said northwest quarter to the northerly line of said southeast quarter of said Section 29;
17. Thence South 89°39'50" West, 1121.15 feet along said northerly line, to the westerly line of said 40-feet wide access easement recorded in Book 3646, page 210 of Official Records;
18. Thence along the westerly line of said access easement for the following two courses;
19. South 10°15'00" West, 39.27 feet to a tangent curve concave easterly, having a radius of 370.00 feet;
20. Thence southerly along said curve an arc distance of 61.78 feet, through a central angle of 9°34'02" to a non-tangent line which is parallel to and 100.00 feet southerly from, measured at right angles, the northerly line of the south one-half of said Section 29;
21. Thence South 89°39'50" West, 557.24 feet along said line, to the TRUE POINT OF BEGINNING.

al Description of Facility (Continued):

EXCEPTING THEREFROM a 67.4 percent ownership interest in the water which is produced by the water well which is drilled on said land.

Portion of Parcel 23

1. Beginning at the N.E. corner of the N.E. ¼ of section 29 T. 4N., R. 20 W. (S.B.B. & M., Ventura County, California) on a bearing of S 89°58'30" W (ref. 36 RS 41) for 488.66 feet to 1st point; thence,
2. N 30°39'45" W for 204.02 feet to 2nd point; thence,
3. N 74°45'30" W for 66.64 feet to 3rd point; thence,
4. S 58°04'52" W for 106.07 feet to 4th point; thence,
5. S 83°01'54" W for 35.36 feet to 5th point; thence,
6. N 88°25'52" W for 156.70 feet to 6th point; thence,
7. S 81°56'06" W for 166.51 feet to 7th point; thence,
8. S 77°15'56" W for 122.99 feet to 8th point; thence,
9. S 75°59'46" W for 163.15 feet to 9th point; thence,
10. S 70°40'23" W for 143.33 feet to 10th point and closure onto north line of N.E. ¼ of section 29 T. 4N., R. 20 W. (S.B.B. & M., Ventura County, California).

13. Findings:

a. This permit is consistent with the Ventura County Integrated Waste Management Plan, which was approved by the CIWMB on June 20, 2001. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code, Section 50001(a).

b. The design and operation of this facility is in compliance with State Minimum Standards for Solid Waste Handling and Disposal as determined by the LEA, pursuant to Public Resources Code, Section 44009.

. The Final Environmental Impact Report, Toland Road Landfill Expansion and Landfill Closure/Postclosure (FEIR), was certified by the Ventura Regional Sanitation District Board of Directors on February 1, 1996. The FEIR was sent to the State Clearing House (SCH #95031009) pursuant to 14 CCR Section 15087. On August 2, 2002, Ventura Regional Sanitation District, in accordance with California Environmental Quality Act and 14 CCR Section 15164, submitted an addendum to the FEIR entitled TECHNICAL ADDENDUM TO FINAL ENVIRONMENTAL IMPACT REPORT TOLAND ROAD LANDFILL EXPANSION AND LANDFILL CLOSURE/POSTCLOSURE. This Addendum provides the analysis and supporting evidence establishing the basis for the Ventura Regional Sanitation District's CEQA Review Committee determination. In an action taken on February 19, 2002, and pursuant to PRC Section 21166 and 14 CCR Section 15162, the District's CEQA Review Committee determined that the FEIR is the appropriate environmental documentation for permit revision.

d. The Ventura Regional Sanitation District, concurrent with certifying the environmental document, adopted a mitigation monitoring plan pursuant to Public Resources Code Section 21081.6.

e. The Ventura County Board of Supervisors on May 22, 1996 approved Major Modification No. 3 to Conditional Use Permit 3141 for expansion of the Toland Road Landfill.

f. The County Board of Supervisors through approval of Modification No. 3 to Conditional Use Permit 3141 determined the facility is consistent with, and designated in the County General Plan pursuant to Public Resources Code Section 50000.5(a).

g. The County Board of Supervisors through approval of Modification No. 3 to Conditional Use Permit 3141 determined the facility is compatible with surrounding land uses pursuant to Public Resources Code Section 50000.5(b).

The following documents also describe and/or restrict the operation of this facility:

a. Joint Technical Document (JTD), Report of Disposal Site Information (RDSI); February 2002
b. CA RWQCB, Los Angeles Region Waste Discharge Requirements (WDR's); January 24, 2002.
c. Conditional Use Permit (CUP 3141); 1970
   Modification #1; May 1, 1975
   Modification #2; August 17, 1990
   Modification #3; May 1996
d. Final Environmental Impact Report (FEIR), February 1996; and, Technical Addendum to the Final Environmental Impact Report Toland Road Landfill Expansion and Landfill Closure/Postclosure, August 2002.
e. Hazardous Waste Producers Permit issued by Ventura County Certified Unified Program Agency. (Annual Renewal)

15. Prohibited Materials:

a. Hazardous Wastes as defined in Health and Safety Code, Division 20, Chapter 6.5, Section 25117, and Title 22, California Code of Regulations, Division 4.5.
b. Medical Waste as defined in Health and Safety Code, Division 104, Part 14, Section 117960.
c. Radioactive wastes requiring disposal permits from Federal or State authorities.
d. Oily wastes, oil field operating waste, oil field brines, and drilling muds not permitted under LARWQCB Waste Discharge Requirements and/or State minimum solid waste standards.

16. Self Monitoring:

	Program	Reporting Frequency	Agency
a.	Waste Receipt Questionnaire (See Condition 17.i.)	Monthly	LEA
b.	Site Safety Evaluation	Annual	LEA
c.	Contour Maps showing progress of filling operations (See Condition 17.m.)	Bi-annual	LEA
d.	Landfill gas monitoring reports	Quarterly (minimum)	LEA
e.	Cover soil stockpile management plan	Bi-annual	LEA
f.	On-site Drainage Plan	June 30 each year	LEA

Plan shall be approved by the LEA and shall include but not limited to the following items:

1. Map of site (appropriate scale).
2. Water run-on control systems.
3. Water run-off control systems.
4. Construction designs, locations and sizes of berms, sediment basins, ditches, lined and unlined channels, culverts, sediment barriers, and control fences.
5. Section drawings of typical berms, ditches, channels, etc..
6. Direction of water sheet flow.
7. Designated location of wet weather area and wet weather cover stockpile.
8. Implementation schedule.

elf Monitoring (continued)

g. The following reports/information shall be maintained on-site, maintained current as appropriate, and shall be available to the LEA upon request:

1. Solid waste facility Emergency Operations Plan and Emergency Evacuation Plan.
2. Injury and Illness Prevention Program and General Safety Rules.
3. Annual Site Safety Evaluation Report (See Condition 17.j.).
4. Copy of the current Solid Waste Facility Permit.
5. Copy of the Toland Road Landfill Joint Technical Document (JTD).
6. Copy of Title 27, California Code of Regulations, Division 2.

h. The following reports/information shall be maintained on-site at a minimum for a period spanning the most current thirty-six (36) months.

1. Log of special occurrences and/or incident reports pursuant to 27 CCR Section 20510. (c.).
2. Citizen and customer environmental nuisance complaints.
3. The identification (name of hauler, vehicle license number, drivers license number) of vehicles refused entry including a description of the types of waste and reason for refusal.

17. LEA Conditions:

a. The permittee shall comply with all terms and conditions specified in this Permit.

b. This revision of SWFP 56-AA-0005 supersedes the revised permit issued August 6, 1996 by the LEA.

c. This permit is subject to review by the LEA and may be suspended, revoked, or revised at any time for sufficient cause.

d. The LEA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.

e. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change in the form of an amendment to the Report of Facility Information (RDSI/JTD) in accordance with 27 CCR Section 21620 and Section 21665.

f. The facility shall be operated in compliance with all State minimum standards for solid waste handling and disposal.

g. The permittee shall provide upon written request and within the time frame specified by the LEA, any non-privileged technical, and monitoring information concerning the design, operation, closure, and long term maintenance of the facility.

h. The permittee shall pay all fees imposed by the LEA within the time frame/schedule established by the LEA.

i. The monthly waste receipt questionnaire required under item SWFP Condition 16. (a) shall be submitted on a form and contain information approved by the LEA. The questionnaire shall be submitted no later than the fifteenth (15) day of the month immediately following the reporting month.

j. The Annual Site Safety Evaluation Report required under Condition 16. (b), shall be approved by a Certified Industrial Hygienist , Certified Safety Professional, or a Professional Safety Engineer and shall be submitted to the LEA no later than 30 calendar days after December 31 of the year for which the evaluation is prepared. The site safety evaluation shall include but not be limited to the following:

1. A review of all operating procedures and their potential for adversely affecting either employees or the general public.
2. A review of all emergency plans and safety rules required under SWFP Condition 16. g.

k. At the discretion of the LEA, additional landfill gas monitoring probes shall be installed for detection of landfill gas and gas migration. If on-site landfill gas or off-site subsurface landfill gas migration occurs in concentrations in excess of allowable limits set forth in Title 27, California Code of Regulations, Division 2., the permittee shall institute additional landfill gas control measures as approved by the LEA.

l. The permittee shall immediately notify the LEA if landfill gas is detected in excess of allowable limits set forth in Title 27, California Code of Regulations, Division 2.

m. The contour maps required under item 16 (c), shall be submitted bi-annually to the LEA during the months of June and December. Maps shall contain but not be limited to the information required under CUP 3141, Annual Contour Maps (currently designated as CUP Condition # 32).

n. The permittee may accept sewage sludge for disposal as specified in the Los Angeles Regional Water Quality Control Board Waste Discharge Requirements (WDRs) and the State Minimum Standards.

o. Disposal of large dead animals such as a horse or cow is a permitted activity. This waste requires special handling as described in the RDSI, Section II, A. The permittee may dispose of dead animals larger than a horse or cow, e.g., whales, as approved by the LEA.

p. Cigarette smoking is prohibited within the landfill boundary except in designated and clearly posted smoking areas.

Response to Question 3, Summary of Disposal Services, Tab D

Summary of Disposal Services

3. State the permitted and remaining lifetime capacity of the site and the forecasted closure date of the landfill. Provide the average daily tonnage received over the past year and the permitted daily tonnage. Provide the Remaining Life Assessment Report, which is typically submitted annually to CalRecycle by each landfill site.

The permitted lifetime capacity of the Toland Road Landfill is 15 million tons.

The current forecasted closure date is May of 2027, when the current conditional use permit expires. However, the District is currently anticipating that this date will be extended with a modification to the current conditional use permit. Additional information about this is available in Attachment No. 16.

Some calculations regarding remaining capacity, as of June 11, 2020 are:

Gross airspace 23,637,205 cy
Less final cover and LCRS - 763,510 cy
Net capacity as of June 11, 2020 22,873,695 cy
Less airspace used as of June 11, 2020 -14,753,161 cy
Net Remaining Capacity as of June 11, 2020 8,120,534 cy

The total tonnage received in 2019 was 426,617 tons, excluding ADC. If 306 operating days per year are used to convert this to average daily tons, that yields 1,394 tons per day.

The excerpt below is from Attachment 7 of the District's Annual Status Report for 2019, submitted to the Local Enforcement Agency on March 12, 2020. VRSD will supply copies of the complete report upon request.

1. Approximate refuse tons added from 6/11/19 to 12/19/19: 188,733 tons
2. Approximate cumulative refuse tons deposited from 1970 to 12/19/19: 9,488,363 tons
3. Approximate refuse tons remaining (based on 15 million tons permitted limit): 5,511,637 tons
4. Approximate site volume filled from 6/11/19 to 12/19/19: 333,761cy (without settlement) and 280,987 cy (with settlement)
5. Approximate site volume remaining from 12/19/19 to final contours (cy): 8,429,760 cy
6. Soil use reported by landfill operation for Daily Cover Soil from 6/11/19 to 12/19/19: 35,767 cy (all from on-site excavations and stockpiles with no beneficial soil as Alternative Daily Cover received at the Toland Road Landfill) Waste to soil Ratio of 8.3 to 1 (8.3:1).
7. Estimated available soil from construction and existing stockpiles is 1,773,952 cy. We estimate that as of December 19, 2019 the site will be balance at an effective waste to soil ratio of 5.43:1. The effective waste to soil ratio between June 11, 2019 and December 19, 2019 was calculated to be 8.3:1.

Response to Question 4, Summary of Disposal Services, Tab D

Summary of Disposal Services

4. Highlight additional capabilities or unique features, if any, of the operations and maintenance activities of the facility (e.g. City vehicles can bypass public lines at the gatehouse, landfill clears access roads of nails and other objects that may puncture tires, additional safety features, etc.)

The Toland Road Landfill allows the City of Oxnard's transfer trucks to utilize the bypass lane at the landfill's scalehouse, as their trucks are weighed at the Del Norte Regional Recycling & Transfer Station and New-Indy Container Board. Within the landfill pit, transfer trucks are given priority and are separated from direct-haul customers, and a dedicated traffic spotter ensures all VRSD safety measures are followed, directs drivers to the proper unloading location, and informs drivers when it is safe to move their vehicles. Access roads throughout the landfill are maintained by landfill staff, including multiple daily inspections for rock, debris, and metal, such as nails and rebar.

Response to Question 5, Summary of Disposal Services, Tab D

Summary of Disposal Services

5. Identify operating hours and days for accepting materials, including holidays.

The Toland Road Landfill operates six days per week (Monday through Saturday), accepts transfer truck loads from 6:00am to 4:00pm, and is closed for only the following holidays:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

Response to Question 6, Summary of Disposal Services, Tab D

Summary of Disposal Services

6. If the capacity to be guaranteed to the City relies on an expansion of the landfill and/or some type of permit modification, describe the expansion plans and permit modification process, additional capacity to be constructed, schedule for expansion and permitting process, and status of the expansion plan.

Under Question No. 9 (Attachment No. 19), the capacity guarantee is set up in two tiers. The District will guarantee capacity for 50% of the City's waste without condition. However, the District has applied to have its conditional use permit (CUP) modified to allow for an increase in allowable tonnage accepted at the landfill. The District will guarantee capacity up to 100% of the City's waste conditional upon the modifications to the CUP and Solid Waste Facilities Permit being approved.

The Toland Road Landfill has airspace remaining to guarantee the City capacity for the lifetime of the contract, whether or not the permit modifications are approved.

The status of the CUP modification is that the District opened up the Draft Supplement Environmental Impact Report (SEIR) for public review on July 24, 2020. A copy of the Notice of Availability for the Draft SEIR is attached hereto.

VENTURA REGIONAL
SANITATION DISTRICT

1001 Partridge Drive, Suite 150
Ventura, California 93003

Notice of Availability of a Draft Supplemental Environmental Impact Report

Date: July 24, 2020

Project: Toland Road Landfill—Toland Optimization Plan (SCH No. 2018011026)

To: Responsible and Trustee Agencies, Interested Parties and Organizations

This Notice of Availability (NOA) has been prepared to notify agencies and interested parties that Ventura Regional Sanitation District (VRSD) has prepared a Draft Supplemental Environmental Impact Report (SEIR), which is being distributed for public review pursuant to the California Public Resources Code and the California Environmental Quality Act Guidelines (CEQA Guidelines). VRSD is the Lead Agency and has prepared a SEIR for the Toland Optimization Plan (the proposed project), consistent with Public Resources Code Section 21000 et seq. and the California Environmental Quality Act (CEQA) Guidelines (Title 14 California Code of Regulations (CCR) Section 15000 et seq.).

Project Location: The project site, the Toland Road Landfill (TRL), is located at 3500 Toland Road between the cities of Santa Paula and Fillmore in an unincorporated area of Ventura County. TRL is approximately 1.7 miles north of State Highway 126.

Background: TRL is owned and operated by VRSD and serves the municipal solid waste (MSW) disposal needs of the cities of Ventura, Oxnard, Thousand Oaks, Ojai, Santa Paula, Fillmore, Camarillo, Port Hueneme, and surrounding unincorporated areas. The landfill operates as a Class III MSW facility, as defined by CCR Title 27. TRL currently has a permitted total/lifetime MSW capacity of 15 million tons, as well as a daily disposal maximum of 1,500 tons per day (tpd), and a maximum landfill elevation of 1,435 feet above mean sea level (amsl). These limits are based upon the existing Conditional Use Permit (CUP) and its supporting Final EIR.

The Draft SEIR is a supplement to the previously approved and certified 1996 Final EIR for the Toland Road Landfill Expansion and Landfill Closure / Post-Closure Project.

Project Description: VRSD proposes to modify its current County-issued and approved CUP to reflect operational realities and to maximize an existing regional solid waste disposal capacity. Specifically, VRSD requests the following modifications to CUP No. 3141:

1. Remove the existing maximum permitted disposal rate of 1,500 tpd (Condition 3.j) and replace it with a condition that allows a maximum daily tonnage to be based on the capacity of 152 heavy truck trips per day as evaluated in the 1996 Final EIR for the current CUP;
2. Allow TRL to be filled to its maximum elevation of 1,435 feet amsl as set forth in the current CUP (Condition 5.a.2.a);
3. Remove the 2027 closure date (Condition 5.a.2.b);
4. Remove the 15-million-ton lifetime cap (Condition 5.a.2.c); and
5. Modify the CUP Conditions of Approval related to the decommissioned biosolids facility.

The CUP Modification request would not modify the approved final grades or boundary of the landfill, equipment used on site, or the type of waste accepted.

Government Code Section 65962.5: TRL is not listed as a hazardous materials site pursuant to Government Code Section 65962.5 (Cortese List).

Environmental Topics Evaluated: The Draft SEIR examines the potential impacts generated by the proposed project in relation to the following environmental topics: air quality, greenhouse gas, noise, and transportation.

Significant Environmental Impacts. Based on the analysis in the Draft SEIR, the proposed project would not have any significant and unavoidable impacts to air quality, greenhouse gas, noise, or transportation, not previously identified in the 1996 Final EIR.

Reviewing Locations: The Draft SEIR can be accessed online at https://www.vrsd.com/about-district/#documents. In-person access may be limited due to COVID-19 considerations, including State and County Stay at Home orders. Please contact VRSD if you need assistance accessing the Draft SEIR.

Public Comment Period: Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 45 days after receipt of this notice. The Draft SEIR comment period begins on **July 24, 2020** and ends on **September 7, 2020**.

Written comments on the Draft SEIR must be received no later than 5:00 pm on Monday, September 7, 2020. Please submit comments to:

Chris Theisen, General Manager
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003
Email: ChrisTheisen@vrsd.com

If you require additional information, please contact Chris Theisen at (805) 658-4600.

Public Hearings: The VRSD Board of Directors may consider the Draft SEIR and the proposed project at one of its regular board meetings (tentatively October 1 or October 18, 2020). Interested parties are encouraged to check the VRSD website in advance of these meetings. Board Meeting notices and agendas can be found at: https://www.vrsd.com/board-committee-meetings/.

Sincerely,

Chris Theisen
General Manager

Response to Question 7, Summary of Disposal Services, Tab D

Summary of Disposal Services

7. Provide documentation demonstrating financial assurance for closure and post-closure care.

The following four pages demonstrate VRSD's financial assurance to provide closure and post-closure care. These pages include the most recent:

- Annual Financial Demonstration Calculations
- Annual Inflation Factor Report
- Statement for the investment account which holds funds reserved for closure and post-closure care of the Toland Landfill.

VENTURA REGIONAL SANITATION DISTRICT
TOLAND ROAD LANDFILL - ANNUAL FINANCIAL DEMONSTRATION

Date of Waste Deposited	State Reported Inflation Factor	Tonnage Landfilled	Remaining Capacity
1970 to 6/31/93		557,701	14,442,299
7/1/93 to 6/30/94	2.60%	31,916	14,410,383
7/1/94 to 6/30/95	2.00%	33,703	14,376,680
7/1/95 to 6/30/96	2.40%	35,201	14,341,479
7/1/96 to 6/30/97	2.00%	332,848	14,008,631
7/1/97 to 6/30/98	2.00%	362,704	13,645,927
7/1/98 to 6/30/99	1.00%	320,117	13,325,810
7/1/99 to 6/30/00	1.50%	319,568	13,006,242
7/1/00 to 6/30/01	2.10%	326,764	12,679,478
7/1/01 to 6/30/02	2.20%	323,935	12,355,543
7/1/02 to 6/30/03	1.10%	346,054	12,009,489
7/1/03 to 6/30/04	1.70%	371,693	11,637,796
7/1/04 to 6/30/05	2.10%	395,188	11,242,608
7/1/05 to 6/30/06	2.80%	392,294	10,850,314
7/1/06 to 6/30/07	2.90%	365,235	10,485,079
7/1/07 to 6/30/08	2.70%	360,755	10,124,324
7/1/08 to 6/30/09	2.20%	335,752	9,788,572
7/1/09 to 6/30/10	1.20%	336,691	9,451,881
7/1/10 to 6/30/11	1.00%	344,805	9,107,076
7/1/11 to 6/30/12	2.10%	335,021	8,772,055
7/1/12 to 6/30/13	1.80%	341,953	8,430,102
7/1/13 to 6/30/14	1.50%	388,686	8,041,416
7/1/14 to 6/30/15	1.50%	429,127	7,612,289
7/1/15 to 6/30/16	1.00%	439,690	7,172,599
7/1/16 to 6/30/17	1.30%	443,647	6,728,952
7/1/17 to 6/30/18	1.80%	611,608	6,117,344
7/1/18 to 6/30/19	2.20%	432,246	5,685,098
7/1/19 to 6/30/20	1.80%	441,875	5,243,223
Total To-Date		**9,756,777**	**5,243,223**

1)	Permitted Tonnage Capacity (as of 6/30/20):	15,000,000
2)	Total Tonnage Deposited from 1970 to 6/30/19:	9,314,902
3)	Tonnage Deposited from 7/1/19 to 6/30/20 (FY 19/20 tonnage):	441,875
4)	Total Tonnage Deposited from 1970 to 6/30/20:	9,756,777
5)	Remaining Tonnage Capacity as of 6/30/20:	5,243,223
6)	FY 19/20 Percentage of Tonnage Capacity Used (#3 / #1)	2.9%
7)	Total Percentage of Tonnage Capacity Used as of 6/30/20 (#4 / #1):	65.0%
8)	Closure Cost Estimate (2020 dollars):	$5,573,570
9)	Postclosure Cost Estimate - 30 Years (2020 $):	$9,220,088
10)	Corrective Action Cost Estimate (2020 $):	$557,494
11)	Total Closure/Postclosure/Corrective Cost Estimate (2020 $):	$15,351,152
12)	Balance in Trust account as of 6/30/20:	$14,344,133
13)	Total Remaining Required Funding (#11 - #12 in 2020 $):	$1,007,019
14)	Contribution Calculation:	
	a) 2020 Required Fund Balance (#7 x #11):	$9,985,184
	b) Balance in Trust account as of 6/30/20 (#12):	$14,344,133
	c) 2020 Required Fund Contribution (a-b):	**($4,358,948)**

ANNUAL INFLATION FACTOR REPORT 2019

FACILITY NAME: Toland Road Landfill

FACILITY NO.: 56-AA-0005

1.) Identify the highest approved or subsequently submitted cost estimate on record and the date of the plan:

$ 5,194,905 Highest Closure Cost Estimate Approved or Subsequently Submitted	2016 Date of Plan
$ 8,593,680 Highest Postclosure Maintenance Cost Estimate Approved or Subsequently Submitted	2016 Date of Plan
$ 519, 618 Highest Corrective Action Cost Estimate Approved or Subsequently Submitted	2016 Date of Plan

2.) Multiply each cost estimate by the inflation factor to determine the new adjusted cost estimates as illustrated below:

The ABC Landfill's cost estimate for CLOSURE in 2019 was $2,000,000. Using the 2019 inflation factor of 1.018, they recalculated their ADJUSTED CLOSURE COST for 2020 to $2,036,000. Their POSTCLOSURE MAINTENANCE (PCM) COST with a Multiplier of 30 in 2019 was $1,500,000. Using the 2019 inflation factor of 1.018, their ADJUSTED PCM COST for 2020 is $1,527,000. Their cost estimate for CORRECTIVE ACTION in 2019 was $1,000,000. Using the 2019 inflation factor of 1.018, they recalculated their ADJUSTED CORRECTIVE ACTION COST for 2020 to $1,018,000.

NOTE: If the cost estimates identified above were prepared in 2020 dollars, do not inflate below.

ANNUAL INFLATION FACTOR REPORT 2019

$ 5,475,020 Closure Costs (2019 Dollars)	x 1.018 =	$ 5,573,570 Estimate in 2020 Dollars
$ 9,057,061 Annual PCM Costs x PCM Multiplier of 30 or other approved PCM Multiplier (2019 Dollars)	x 1.018 =	$ 9,220,088 Estimate in 2020 Dollars
$ 547,637 Corrective Action Costs (2019 Dollars) Choose Either: Water [X] or Non-Water [ ]	x 1.018 =	$ 557,494 Estimate in 2020 Dollars

I certify under penalty of perjury under the laws of the State of California that the information in this document is true and correct to the best of my knowledge and is being provided in accordance with the regulations. To sign, click the "Fill & Sign" button on the right pane. Click "Sign" at the top and click "Add Signature".

Edward W. Pettit

Operator/Owner Signature

Edward W. Pettit
Printed Name of Person Signing

1001 Partridge Dr., Suite 150, Ventura, CA 93003
Mailing Address

Regulatory Compliance Officer
Title of Person Signing

805-658-4678
Phone Number

edwardpettit@vrsd.com
Email

5/21/20
Date of Report

Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

Ventura Regional Sanitation District - VRSD - Toland Sweep - 6098-002

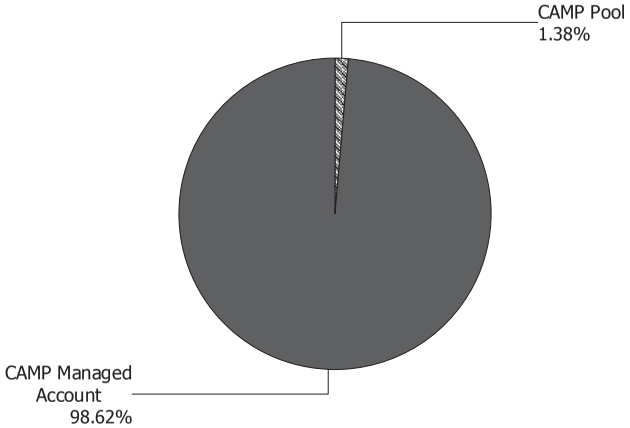
CAMP Pool	
Opening Market Value	54,689.71
Purchases	894,253.91
Redemptions	(750,432.40)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$198,511.22**
Cash Dividends and Income	47.68

CAMP Managed Account	
Opening Market Value	14,265,357.99
Purchases	749,112.90
Redemptions	(872,346.79)
Unsettled Trades	0.00
Change in Value	3,497.47
Closing Market Value	**$14,145,621.57**
Cash Dividends and Income	50,180.92

Asset Summary

	June 30, 2020	May 31, 2020
CAMP Pool	198,511.22	54,689.71
CAMP Managed Account	14,145,621.57	14,265,357.99
Total	**$14,344,132.79**	**$14,320,047.70**

Asset Allocation



Response to Question 8, Summary of Disposal Services, Tab D

Summary of Disposal Services

8. Provide a description of how on-site greenhouse gas (GHG) emissions are managed. Describe landfill gas (LFG) capture methods and how the harvested methane is being used.

Enacted by the Governor in September 2016, SB 1383 requires the California Air Resources Board to approve and begin implementing a comprehensive strategy to reduce emissions of short-lived climate pollutants or GHG emissions. SB 1383 requires a strategy to achieve a methane reduction target of 40 percent below 2013 levels by 2030. In response to this law and corresponding state regulations, VRSD has constructed and maintained a comprehensive LFG collection system at the Toland Road Landfill that is composed of a series of interconnected LFG wells, headers, and pipes, to capture methane from the landfill and then to destroy that methane in a Ventura County Air Pollution Control District (APCD) approved and regulated flare, which is located on-site at the landfill. Although VRSD at one time captured and cleaned the methane from the landfill for use as a fuel to run electric-generating turbines, the cost of running and maintaining such a system proved to be cost-ineffective.

Currently, VRSD is in the design phase for a new flare that will handle the landfill's expansion for the rest of the landfill's life and long into post-closure.

Response to Question 9, Summary of Disposal Services, Tab D

Summary of Disposal Services

9. Provide a written commitment guaranteeing capacity (on a daily basis and annual basis) for the City's solid waste throughout the term of the Future Agreement for disposal services and optional services, if any are proposed. Proposers who are not capable of receiving all of the solid waste tonnage from Del Norte shall indicate the maximum disposal capacity that they are capable of guaranteeing throughout the term of the Future Agreement. If the proposed facility(ies) or service(s) is (are) not owned and operated by the proposer, the proposer shall include a letter of commitment from the owner/operator (subcontractor) guaranteeing capacity.

VRSD hereby guarantees that it will accept up to 50% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement.

VRSD hereby guarantees that it will accept up to 100% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement, conditional upon approval of modification to all relevant permits which currently limit daily and annual tonnage acceptance at the landfill, in accordance with the Toland Optimization Plan. The Toland Optimization Plan requests a daily allowable tonnage limit of 2,864 tons per day.

Response to Question 6, Summary of Optional Services, Tab D

Summary of Optional Services

6. Identify proposer's capabilities, if any, for the beneficial reuse of concrete. At a minimum, please include the diversion process and available capacity.

The Toland Road Landfill accepts clean concrete and asphalt for beneficial reuse within the landfill, on an as-needed basis, free of charge.

Response to Question 1, Emergency Services, Tab D

Emergency Services

1. Describe disaster plans if the facility(ies) are damaged.

VRSD has a districtwide Emergency Response Plan, in place since 2017. Copies are available upon request.

Response to Question 2, Emergency Services, Tab D

Emergency Services

2. Describe the plan for handling disaster materials if the City and other surrounding cities deliver disaster materials to the proposed facility(ies).

In the event of a declared disaster which causes a demand for the disposal of materials from surrounding cities, VRSD would work with the disaster declaring entities, the Local Enforcement Agency (LEA), and/or Cal Recylce, to determine if there is an expectation that the Toland Road Landfill would be the desired disposal facility for the disaster materials. If those officials desire the Toland Road Landfill to be used for disposal, it is likely that VRSD would apply for and be granted an Emergency Waiver of Standards by the LEA and an Emergency Use Authorization by Ventura County Planning to allow the Toland Road Landfill to accept enough additional tons per day to accommodate the disposal of disaster materials.

VRSD would not expect to make our regular solid waste stream subordinate to any waste stream from a disaster. However, we cannot possibly comprehensively contemplate the potential array of disaster types, disaster declarations, and disaster responses that could occur.

Response to Question 3, Emergency Services, Tab D

Emergency Services

3. Identify what capabilities, if any, the proposer has to handle disaster materials (including building materials) that would have to be delivered to a Class I disposal facility.

VRSD is a Class III landfill. As such, it may not receive and dispose of Class I / hazardous waste as a matter of regular operations.

However, under declared emergency situations by either federal, state or local governments and with the requisite emergency use authorizations or permits, VRSD has been able to adjust its operations at the Toland Road Landfill to handle landfilling of disaster-related waste materials.

For example, during the massive 2018 Thomas Fire clean up, Toland Road Landfill was the first choice as the landfill for all fire debris disposal due to its proximity to the fire-damaged communities. VRSD staff successfully worked with Cal Recycle, its numerous contractors, and the County of Ventura to accept and account for the additional tonnage resulting from the Thomas Fire. In addition, VRSD implemented, in cooperation with Caltrans and the California Highway Patrol, novel traffic measures on and off site to handle at times over four times the normal disposal volume during the Thomas Fire cleanup.

Response to Question 1, References, Tab E

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

VRSD has not been awarded any solid waste contracts within the last three (3) years. The Toland Road Landfill currently accepts waste that originates from all eight of the Ventura County cities that are included in the District's service area and is not permitted to seek additional waste from outside of the county.

VRSD has long-term relationships and contracts with the major disposers of waste at the Toland Road Landfill. These are:

1. The City of Oxnard (transfer)
2. Gold Coast Recycling and Transfer Station (transfer)
3. Athens Services (direct haul from the City of Santa Paula)
4. EJ Harrison and Sons (direct haul from the City of Fillmore)

As a public entity, all of the District's contracts are a matter of public record. We would supply any complete contracts for the City's review upon request.

Response to Question 2, References, Tab E

2. Provide a brief description of proposer's experience, providing comparable disposal service and optional services to municipal agencies in California. Include subcontractor's experience as well.

The Toland Road Landfill currently accepts waste that originates from all eight of the Ventura County Cities that are included in the District's service area.

Waste from the Cities of Santa Paula and Fillmore is delivered to Toland Road Landfill by direct haul through contracts with Athens Services and EJ Harrison and Sons, and waste from Oxnard, Port Hueneme, Thousand Oaks, Camarillo, Ventura, and Ojai is delivered by transfer trucks from either Del Norte Regional Recycling Center and Transfer Station or Gold Coast Recycling and Transfer Station. Toland Road Landfill also serves unincorporated Ventura County as all residents of the Santa Clara River Valley have access to the landfill.

The Ventura Regional Sanitation District is a county sanitation district established in accordance with and having the authority and powers defined in the County Sanitation District Act, Health & Safety Code Section 4700 et. seq., to meet the regional refuse disposal and sewerage needs of the Ventura County area provided for under that Act.

The District was formed by the Ventura County Board of Supervisors on July 28, 1970 as the Ventura Regional County Sanitation District (the word "County" was later dropped).

The commencement of the District's responsibilities with regard to solid waste disposal services took place on July 1, 1972 when the Ventura County Board of Supervisors transferred this responsibility from the County to VRSD. Toland Road Landfill (originally the Toland Road Sanitary Landfill) has been operating ever since and was permitted to accept the current 1,500 tons per day under a 1996 FEIR for County CUP No. 3141.

City of Oxnard Response to VRSD Letter of January 12, 2021

The Ventura Regional Sanitation District (VRSD) Letter from January 12, 2021 titled "Item No. D.2 for the January 12, 2021 City of Oxnard Public Works & Transportation Committee Agenda: Agreement with Waste Management of California, Inc. for Solid Waste Disposal. (0/10/20)" raised seven (7) "implications and consequences." It requested the Committee's "careful consideration prior to taking any action."

The City's responses to the seven (7) "implications and consequences" are listed in the order they appeared in the VRSD correspondence:

1) The Evaluation of RFP Proposals Should Consider Transportation Costs as a Part of the Total Cost to the City

City staff used updated and current landfill and transportation costs to compare the Waste Management of California, Inc. (WMC) proposal and the VRSD proposal. Current City transfer fleet costs are $18.11 per ton to Simi Valley Landfill and $16.30 per ton to Toland Landfill. Current supplemental transfer fleet costs are $10.00 per ton to both Simi Valley Landfill and Toland Landfill. The "Transportation Fees agreed upon by the City of Oxnard and VRSD Staff during 2020" are not accurate. The calculations VRSD refers to in the letter were made in March of 2020 and were based on costs and operational data from prior to that date.

Staff looked at two transportation scenarios to determine which proposal was the best value: 1) exclusive use of the City transfer fleet, and 2) combined use of City transfer fleet and supplemental transfer fleet based on operational data. Tables 1, 2, 3 and 4 reflect the data staff analyzed.

Table 1 - Current City Landfill Contract Costs for Disposal and City Transfer Fleet Costs, per ton

Landfill	Annual Estimated Delivered Tonnage	Disposal Rate Per Ton	Transfer Cost Per Ton	Total Cost Per Ton	Total Disposal Costs-Excludes Transfer Costs	Total Disposal Costs-Includes Transfer Costs
WMC	154,000 (55%)	$32.06	$18.11	$50.17	$4,937,240	$7,726,180
VRSD	126,000 (45%)	$32.81	$16.30	$49.11	$4,134,060	$6,187,860
TOTAL	**280,000 (100%)**	**N/A**	**N/A**	**N/A**	**$9,071,300**	**$13,914,040**

Table 2 - Current City Landfill Contract Costs for Disposal and Weighted Average Transfer Cost

Utilizing City Transfer Fleet at 180,000 Tons Per Year and Supplemental Transfer Fleet at 100,000 Tons Per Year

Landfill	Annual Estimated Delivered Tonnage	Disposal Rate Per Ton	Weighted Average Transfer Cost Per Ton	Total Cost Per Ton	Total Disposal Costs-Excludes Transfer Costs	Total Disposal Costs-Includes Transfer Costs
WMC	154,000 (55%)	$32.06	$15.27	$47.33	$4,937,240	$7,288,820
VRSD	126,000 (45%)	$32.81	$14.10	$46.91	$4,134,060	$5,910,660
TOTAL	**280,000 (100%)**	**N/A**	**N/A**	**N/A**	**$9,071,300**	**$13,199,480**

Table 3 - WMC and VRSD Proposal Rates for Solid Waste and City's Transfer Fleet Costs at Annual Oxnard Tonnage Percentage Intervals (Assumes 280,000 Annual Tons Transferred by City Transfer Fleet and Includes VRSD Conditional, Proposed Rates)

PROPOSAL RATES		**WMC**		**VRSD**	
Solid Waste osal Rate of 280,000 T	**Tons of Solid Waste**	**Cost per Ton - Includ Transfer Costs**	**al Cost - Includes C Transfer Costs**	**Cost per Ton - In City Transfer Cost**	**Cost - Includes City T Costs**
10%	28,000	**$51.18**	**$1,433,040**	**$56.27**	**$1,575,560**
23%	64,400	**$50.18**	**$3,231,592**	**$53.13**	**$3,421,572**
33%	92,400	**$49.18**	**$4,544,232**	**$51.07**	**$4,718,868**
50%	140,000	**$48.18**	**$6,745,200**	**$50.31**	**$7,043,400**
67%	187,600	**$48.18**	**$9,038,568**	**$45.42***	**$8,520,792***
90%	252,000	**$48.18**	**$12,141,360**	**$42.61***	**$10,737,720***
100%	280,000	**$47.17**	**$13,207,600**	**$41.58***	**$11,642,400***

*Per VRSD's proposal, they could not guarantee disposal above 50%

Table 4 - Cost Comparison Between WMC and VRSD Proposal Rates for Solid Waste and Weighted

Average Transfer Costs at Annual Oxnard Tonnage Percentage Intervals (Assumes 180,000 Annual Tons Transferred by City Transfer Fleet and 100,000 Annual Tons Transferred by Supplemental Transfer Fleet)

WMC				VRSD				
Solid Waste osal Rate of 280 Tons	**ns of Solid Wa**	**Cost per Ton - In upplemental Tr Fleet Costs**	**Total Cost - Include Supplemental Tra Fleet Costs**	**Waste al Rate of 2**	**s of Solid W**	**Cost per Ton - In upplemental T Fleet Costs**	**tal Cost - Inclu pplemental T Fleet Costs**	**TOTALS**
	140,000	**$45.34**	**$6,347,600**		140,000	**$48.11**	**$6,735,400**	**$13,083,000**
	187,600	**$45.34**	**$8,505,784**		92,400	**$48.87**	**$4,515,588**	**$13,021,372**
	252,000	**$45.34**	**$11,425,680**		28,000	**$54.07**	**$1,513,960**	**$12,939,640**
	280,000	**$44.33**	**$12,412,400**		**N/A***			**$12,412,400**

*Per VRSD's proposal, they could not guarantee disposal above 50%

Comparison of Current Costs Versus Proposed Costs from Table 1 and Table 3

Current disposal (48% VRSD and 52% WMC) and City transfer fleet costs - Table 1	$13,914,040
Proposed disposal (100% WMC) and City transfer fleet costs - Table 7	$13,207,600
Projected savings per year	**$706,440**

Comparison of Current Costs Versus Proposed Costs from Table 2 and Table 4

Current disposal (48% VRSD and 52% WMC) and City/supplemental transfer fleet costs - Table 1.1	$13,199,480
Proposed disposal (100% WMC) and City/supplemental transfer fleet costs - Table 7.1	$12,412,400
Projected savings per year	**$787,080**

As the tables indicate, each transportation scenario demonstrates that the WMC proposal 100% option provides the most cost-effective solution for the City of Oxnard. Additionally, the use of one landfill greatly reduces the amount of staff time and resources required to load, dispatch and track trucks transferring solid waste from the Del Norte facility. Finally, there will be a reduction in administrative time related to processing invoices and payment.

2) The Agenda Does Not Disclose that Disposal of the City's Waste at Toland Road Landfill is the Environmentally Superior Alternative When Compared to Simi Valley Landfill

The City of Oxnard has no data related to the carbon footprint of its vehicle fleet. However, the WMC proposal provides for per-ton pricing for use of "tipper" trailers at Simi Valley Landfill should the City choose this option. The "tipper" trailers allow the City to haul 23 tons per load versus the current 20 tons per load hauled using existing "walking floor" trailers. This option reduces truck trips to Simi Valley Landfill: for every 8 trucks that deliver 20 tons per load, the City will only need to make 7 truck trips at 23 tons per load. This option is not available at Toland Landfill. Table 5 compares "tipper" and "walking floor" trailers.

Table 5 - Per Unit Capacity, Cost and Annual Truck Trip Comparison Between "Tipper" Trailers and "Walking Floor" Trailers

Trailer Type per Unit	Capacity Average per Trailer	Cost per Trailer	Annual Truck Trips for 280,000 tons

Walking Floor	20 tons	$92,353	14,000
Tipper Trailer	23 tons	$76,692	12,174

The ability to use "tipper" trailers calculates to a potential 8% reduction in transfer costs and truck trips to Simi Valley Landfill versus the current operational method using "walking floor" trailers. The WMC proposal 100% option eliminates additional staff time required for the loading and dispatching of trucks to two landfills. Idling and waiting times for trucks and heavy equipment are reduced and will further reduce the City's carbon footprint. The City believes the WMC proposal to be the environmentally superior option.

3) A City Commitment to Dispose of 100% of the City's Waste at the Simi Valley Landfill May Violate the California Environmental Quality Act (CEQA)

Will update when CEQA addendum is received from Scott Kolwitz

4) The City May be Foregoing the Opportunity to Realize Significant Savings that Would Result from Contracting with VRSD for Any Waste Amount Above a 50%/50% Split.

The City of Oxnard released RFP #ER 20-96 to solicit proposals from local landfills for solid waste disposal on June 17, 2020. This RFP was due on July 29, 2020. VRSD submitted a proposal that stated the following:

VRSD hereby guarantees that it will accept up to 50% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement.

VRSD hereby guarantees that it will accept up to 100% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement, conditional upon approval of modification to all relevant permits which currently limit daily and annual tonnage acceptance at the landfill, in accordance with the Toland Optimization Plan. The Toland Optimization Plan requests a daily allowable tonnage limit of 2,864 tons per day.

Since all pricing above 50% is conditional upon a "modification to all relevant permits," it would be irresponsible for the City to contract with a vendor that cannot guarantee tonnage pricing. Further, VRSD was provided with two 90-day extensions to provide the City with information related to the timeline of their proposed "modification to all relevant permits." To date, VRSD has not been able to provide any information to the City. It should also be noted that the letter of January 12, 2021 does not include a timeline for completion of this process. It would be irresponsible, and possibly a violation of City Procurement Rules to proceed with a contract under these circumstances. The WMC 100% proposal provides the City with significant savings by reducing costs, staff resources and environmental impacts.

5) The Recommended Action, If Approved, Will Negatively Impact VRSD's Ability to Supply Solid Waste and Water & Wastewater Services to Ventura County Residents

The City of Oxnard is not responsible for the operational and internal administrative processes of VRSD. The City is making a decision purely upon a fair and transparent process.

6) The Recommended Action, If Approved, Will Negatively Impact VRSD's Ability to Fund All Landfill Closure and Post-Closure Activities for which it is Responsible

Landfill operation and post closure plans should be based upon models that project budgets based upon contracted tonnages. It would be irresponsible and possibly illegal for an organization to do otherwise. The City has executed its due

diligence in relation to all contracts with vendors and is not responsible for VRSD's ability to fund all landfill and post-closure activities. It should also be noted that at the March 16, 2021 Ventura County Board of Supervisors meeting, VRSD General Manager Chris Theisen assured the County Supervisors that VRSD had sufficient funds set aside for closure and post-closure requirements. This point is moot.

7) A Decision by the City to Cease Using VRSD's Toland Road Landfill for Disposal of its MSW May Constitute a Breach of Contract.

In addition to its past contracts with VRSD for use of Toland Road Landfill, the City has also contracted with VRSD for post closure monitoring of the City-owned landfill under the River Ridge Golf Course. This contract is referred to as "Golf Course Lease and Landfill Post-Closure Maintenance Agreement" and is completely separate from agreements to use Toland Road Landfill.

Further, the City of Oxnard City Attorney states:

With respect to the contractual claim, I have received a copy of the 2002 Lease Agreement referenced by VRSD in their comment letter. That Agreement provides at Section 4(a) that:

"In addition to Base Rent, in consideration for the making of this Lease Agreement, City shall fully perform all obligations arising . . . under the Agreement for Waste Disposal and the Water and Wastewater Services Agreement."

There is additional language in Section 26 that essentially gives them an option to take on any additional waste disposal if the City sought additional contracts AND they were the lowest bidder. However, this option is limited in that it states:

"If, at any time during the term of the Agreement for Waste Disposal, City . . . does not have in effect one or more contracts for solid waste disposal at a landfill for some or all of the tons of solid waste generated by the City, other than the Agreement for Waste Disposal, VRSD may offer City a proposal for a contract for solid waste disposal at the Toland Landfill for all or part of such tons that are not subject to another contract. Sec. 26(c)(1).

The Agreement for Waste Disposal has terminated under its own provisions and the City has complied with its terms and there is no allegation that we are in breach or default under any of its terms or the terms of the Lease Agreement. Accordingly, it appears that VRSD's contractual argument is completely without merit. There is nothing in the Lease Agreement that requires the City to continue in perpetuity with a landfill agreement with VRSD, only that the existing 20 year agreement was a material part of the consideration afforded for the lease. Of particular note is the fact that the Waste Disposal Agreement is for a 20 year period ending in November, 2020 while the Lease Agreement continues until December 21, 2099.

Conclusion

The City of Oxnard has met all contractual obligations in its agreements with the Ventura Regional Sanitation District. The City has also completed a formal and transparent Request for Proposal process, and provided VRSD with time extensions to come forward with information related to the "modification to all relevant permits." The City has made a recommendation based upon all of the information provided by the two successful proposers; Waste Management of California, Inc. and Ventura Regional Sanitation District. Further, the City has considered transportation costs and other operational efficiencies against the pricing provided in the proposals received. The recommendation that the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. is the most economical, cost-effective and environmental option at this time.

AGREEMENT WITH WASTE MANAGEMENT OF CALIFORNIA, INCORPORATED FOR SOLID WASTE DISPOSAL AT SIMI VALLEY LANDFILL

Public Works and Transportation Committee - April 13, 2021

City Council - May 4, 2021

Presenter: Todd Vasquez-Housley
Environmental Resources Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE MEETING OF APRIL 13, 2021

That the Public Works and Transportation Committee recommend that the City Council:

1. Approve Addendum No. 6 to the Simi Valley Landfill and Recycling Center Expansion Project Final Environmental Impact Report; and

2. Approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five (5) year term for an estimated value of $53,210,723, effective May 5, 2021 through May 4, 2026 for solid waste disposal at the Simi Valley Landfill

Recommendation

FOR THE CITY COUNCIL MEETING OF MAY 4, 2021

That the City Council:

1. Approve Addendum No. 6 to the Simi Valley Landfill and Recycling Center Expansion Project Final Environmental Impact Report; and

2. Approve and authorize the Mayor to execute Agreement A-8280 with Waste Management of California, Inc. for a five (5) year term for an estimated value of $53,210,723, effective May 5, 2021 through May 4, 2026 for solid waste disposal at the Simi Valley Landfill

BACKGROUND

- The City of Oxnard Environmental Resources Division provides for the collection and processing of waste, recyclables and organic material to approximately 52,453 customer accounts

- Processed through the City owned Del Norte Regional Recycling and Transfer Station (Del Norte), at 111 S. Del Norte Boulevard in Oxnard

- After necessary material sorting, excess solid waste is loaded onto trucks and transported for disposal at two (2) regional landfills

  - ➢ Toland Road Landfill operated by Ventura Regional Sanitation District (VRSD), and

  - ➢ Simi Valley Landfill operated by Waste Management of California, Inc. (WMC)

- Last year, the City of Oxnard transferred approximately 280,000 tons of solid waste to both landfills

Facility	Address	Agreement	Operator	Expiration Date
Toland Road Landfill	3500 Toland Road, Santa Paula, CA 93060	A-5906	VRSD	May 14, 2021
Simi Valley Landfill	2801 Madera Road, Simi Valley, CA 93065	A-7618	WMC	May 14, 2021

BACKGROUND

- Agreement A-5906 with VRSD allows for disposal of 48% of Del Norte's daily transferred solid waste at Toland Road Landfill - current rate per ton at Toland Road Landfill (VRSD) is $32.81

- Agreement A-7618 with WMC allows for solid waste disposal of the balance of 52% of Del Norte's daily transferred solid waste at Simi Valley Landfill. Also allows for up to 100% if Toland is closed - The current rate per ton at Simi Valley Landfill is $31.99

- Both agreements were set to expire November 14, 2020, but were extended through May 14, 2021, by City Council action on October 20, 2020

- Allows sufficient time to complete the RFP process, select a new vendor(s), seek Council's approval, and generate new agreement(s)

DISCUSSION

- In order to ensure the best value for Oxnard residents and ratepayers, staff regularly reviews vendor costs and services. With current landfill agreements set to expire, a Request for Proposals (RFP #ER 20-96) was initiated on June 17, 2020
- RFP was sent to WMC, VRSD and Waste Connections (owner/operator of the Chiquita Canyon Landfill in Castaic)
- Only three (3) permitted landfills considered “local” based upon their proximity to the Del Norte facility
- The RFP was also posted on the City’s website and www.publicpurchase.com
- Concurrently, the City contracted with *Kennedy Jenks Consulting* to assist in preparing methodologies to evaluate responses to the RFP
- By the July 29, 2020 deadline, the City received two (2) qualified proposals: VRSD and WMC

DISCUSSION

RFP REVIEW PROCESS - PROPOSAL MEETINGS

September 10, 2020 - Meeting with Waste Management of California (WMC)

- Ensure that there were no contingencies with respect to the submitted pricing
- Provided an opportunity to submit a “best and final offer”
- Waste Management provided updated pricing on October 12, 2020 as shown in Table 2 on the next slide - updated pricing reduces the 100 percent per ton rate to $28.99/ton.

September 14, 2020 - Meeting with Ventura Regional Sanitation District (VRSD)

- Request information on a timeline for completion of the permit modification
- Discuss guarantees VRSD would provide for their pricing between 50% and 100% of daily Oxnard solid waste if permit modification is not approved
- Provided an opportunity to submit a “best and final offer”
- VRSD was unable to provide further information and did not provide updated pricing

DISCUSSION

Table 2. Reflects the disposal cost per-ton provided by each bidder after meeting with both companies

	WMC		VRSD	
Solid Waste Disposal Rate - % of Daily Tons	**Original Proposed Cost per Ton**	**Best/Final Proposed Cost per Ton**	**Original Proposed Cost per Ton**	**Best/Final Proposed Cost per Ton**
10%	$33.00	No change	$39.97	No change
23%	$32.00	No change	$36.83	No change
33%	$31.00	No change	$34.77	No change
50%	$30.00	No change	$34.01	No change
67%	$30.00	No change	$29.12*	No change
90%	$30.00	No change	$26.31*	No change
100%	$30.00	***$28.99***	$25.28*	No change

DISCUSSION

VRSD proposal includes pricing that is contingent upon a landfill permit modification and states:

- *"VRSD hereby guarantees that it will accept up to 50% of the City's solid waste on both a daily and annual basis throughout the term of the future agreement."*
- "*VRSD hereby guarantees that it will accept up to 100% of the City's solid waste on both a daily and annual basis throughout the term of the Future Agreement, conditional upon approval of modification to all relevant permits which currently limits daily and annual tonnage acceptance at the landfill, in accordance with the Toland Optimization Plan. The Toland Optimization Plan requests a daily allowable tonnage limit of 2,864 tons per day*. "

No timelines or additional details were mentioned regarding the "modification to all relevant permits." Until final approval of a new permit through all regulatory authorities, the Toland Road Landfill is not able to accept more than 50% of the Del Norte daily capacity.

DISCUSSION

- Staff proceeded to compare both proposals to determine the best value while meeting the City's requirements
- Included analysis of transportation costs for each landfill location and adjustments for any statutory surcharge, which both proposers will pass through to the City
- Staff's recommendation to select WMC as successful proposer scheduled for January 12, 2021 Public Works and Transportation Committee meeting
- On January 12, 2021, the City received a letter from VRSD entitled, "Item No. D2 for the January 12, 2021 City of Oxnard Public Works and Transportation Committee Agenda: Agreement with Waste Management of California, Inc. for Solid Waste Disposal (0/10/20)"

BACKGROUND

- Letter questioned the City's recommendation - required review by City staff and City Attorney
- To provide City staff with adequate time to address the VRSD letter the City Manager requested that the landfill agenda item be continued from the Public Works and Transportation Committee meeting on January 12, 2021 to a future meeting
- January 1, 2021 a County of Ventura "County Surcharge Fee at the Simi Valley Landfill and Recycling Center" increased by $0.07 per ton
- As a public agency, VRSD does not pay this surcharge and their proposal pricing did not change
- Table 3 on the next slide reflects the appropriate changes to proposal pricing, with current City transfer fleet cost per ton

DISCUSSION

Table 3. Overview of Updated Rates Including January 1, 2021 County Surcharge Increase and City Transfer Fleet Costs per ton

	WMC			VRSD		
Solid Waste Disposal Rate - % of Daily Tons	**Best/Final With County Surcharge Increase**	**Transfer Cost per Ton**	**TOTAL**	**Best/Final With County Surcharge Increase**	**Transfer Cost per Ton**	**TOTAL**
10%	$33.07	$18.11	$51.18	$39.97 (NC)	$16.30	$56.27
23%	$32.07	$18.11	$50.18	$36.83 (NC)	$16.30	$53.13
33%	$31.07	$18.11	$49.18	$34.77 (NC)	$16.30	$51.07
50%	$30.07	$18.11	$48.18	$34.01 (NC)	$16.30	$50.31
67%	$30.07	$18.11	$48.18	$29.12 (NC)	$16.30	$45.42*
90%	$30.07	$18.11	$48.18	$26.31 (NC)	$16.30	$42.61*
100%	***$29.06***	$18.11	$47.17	$25.28 (NC)	$16.3	$41.5

*Per VRSD's proposal, they could not guarantee disposal above 50%

DISCUSSION

Table 4. Estimated Annual Cost from Each Proposal Including City Fleet Transfer Costs

PROPOSAL RATES		WMC		VRSD	
Solid Waste Disposal Rate - % of Daily Tons	**Tons of Solid Waste**	**Total Cost per Ton - Includes City Transfer Costs**	**Total Cost - Includes City Transfer Costs**	**Total Cost per Ton - Includes City Transfer Costs**	**Total Cost - Includes City Transfer Costs**
10%	28,000	**$51.18**	**$1,433,040**	**$56.27**	**$1,575,560**
23%	64,400	**$50.18**	**$3,231,592**	**$53.13**	**$3,421,572**
33%	92,400	**$49.18**	**$4,544,232**	**$51.07**	**$4,718,868**
50%	140,000	**$48.18**	**$6,745,200**	**$50.31**	**$7,043,400**
67%	187,600	**$48.18**	**$9,038,568**	**$45.42***	**$8,520,792***
90%	252,000	**$48.18**	**$12,141,360**	**$42.61***	**$10,737,720***
100%	280,000	**$47.17**	**$13,207,600**	**$41.58***	**$11,642,400***

*Per VRSD's proposal, they could not guarantee disposal above 50%

DISCUSSION

Evaluation of Proposals

- WMC has provided a proposal that guarantees competitive pricing for up to 100% of the City's transferred solid waste
- The Simi Valley Landfill is a State-permitted landfill owned and operated by Waste Management of California, Inc., and is located at 2801 Madera Road in Simi Valley
- The Simi Valley Landfill has been in operation since 1970 and is permitted to accept a daily waste capacity of 8,000 tons through the year 2062
- WMC also provided pricing for three (3) backup landfills should Simi Valley Landfill close for any reason. The backup landfills are:

  Palmdale Landfill, located at 1200 W. City Ranch Road, Palmdale, CA 93551;

  Lancaster Landfill, located at 600 E. Avenue F., Lancaster, CA 93535; and

  El Sobrante Landfill, located at 10910 Dawson Canyon Road, Corona, CA 92883

DISCUSSION

- Staff are exploring opportunities for providing more efficient operations and further lowering costs and vehicle emissions based on additional services offered through the WMC proposal
- One option is the use of a larger capacity “tipper” trailer for hauling solid waste
- Mechanically simpler and require no mechanism for offloading at the landfill
- 15% more capacity than the “walking floor” trailers used now - less expensive to purchase, operate and maintain
- Larger capacity also translates to a reduction of greenhouse gases by requiring fewer trips to and from the landfill / Simi-Valley landfill supports “tipper” style trailers - Tolland landfill does not

DISCUSSION

SUMMARY

- VRSD proposal clearly states that Toland Landfill is not capable of accepting more than 50% of the City's daily tonnage without final approval of a permit modification

- VRSD proposed rate per ton at the lower daily tonnage percentage amounts (50% and below) are not as competitive as the WMC proposal

- Additionally, staff is looking to improve efficiency and reduce costs and greenhouse gases by implementing "tipper" style trailers - not supported in the VRSD proposal

- Because of these factors, staff is recommending to move forward with an agreement with WMC for 100% of the City's daily tonnage

- At the proposed price of $29.06 per ton, this will save the City a minimum of $700,000 annually, compared to current annual costs

DISCUSSION

Environmental Determination

- City of Oxnard staff is preparing Addendum No. 6 to the certified Simi Valley Landfill and Recycling Center Expansion Project (SVLRC) Environmental Impact Report (EIR), and Addendum No. 6 will be included as an attachment to the staff report provided to the full City Council

- Addendum No. 6 is being prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines)

- Addendum No. 6 is appropriate pursuant to CEQA Guidelines § 15164 since staff has found that no additional potentially significant impacts were identified for this Project, only minor changes and additions to SVLRC EIR are necessary to address the Project changes, the original mitigations will remain applicable, and no circumstances exist calling for the preparation of an additional CEQA document pursuant to CEQA Guidelines § 15162 and 15163

- Therefore, staff has determined that there is no substantial evidence that the Project would result in new or substantially more severe impacts than those identified in the SVLRC EIR and associated Addenda

- Accordingly, none of the conditions that trigger the need to prepare a subsequent Environmental Impact Report pursuant to CEQA Guidelines § 15162 or Negative Declaration would occur

- Pursuant to CEQA Guidelines §15164, the City Council shall consider Addendum No. 6 prior to taking action on the Project

FINANCIAL IMPACT STATEMENT

- Agreement estimated value with WMC is $53,210,723 over a five-year term from May 5, 2021 through May 4, 2026

- Agreement value includes an annual tonnage growth rate of 3.2%, annual CPI of 2.5% and an annual 2.5% for landfill regulatory fees assessed to WMC by government agencies for the tonnage delivered by the City at the Simi Valley Landfill

	FY 2020-21 (2 months)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 (10 months)	TOTAL
Rate per ton with fees	$29.06	$30.53	$32.08	$33.70	$35.41	$37.20	N/A
Estimated annual tonnage	289,016	298,322	307,928	317,844	328,078	338,642	N/A
Landfill disposal costs	$1,399,800	$9,108,127	$9,877,355	$10,711,548	$11,616,193	$10,497,700	$53,210,723

- Funds are budgeted and currently available in the Environmental Resources Enterprise Fund (account 631-6314-844-82-68) to cover for the cost of waste disposal at the Simi Valley Landfill for the remaining period of Fiscal Year 2020-21

- These funds were approved by Council through the Fiscal Year 2020-21 budget process. The costs for waste disposal in subsequent fiscal years will be requested during the budget process

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QUESTIONS