

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 4<sup>th</sup> Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at [www.oxnard.org](http://www.oxnard.org).



AGENDA  
OXNARD CITY COUNCIL  
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY  
OXNARD FINANCING AUTHORITY  
OXNARD HOUSING AUTHORITY  
Council Chambers, 305 West Third Street  
November 13, 2018  
**Regular Meeting - 6:00 PM**  
**Closed Session - 5:00 PM**

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successor Agency.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

2. Conference with Labor Negotiators

CC Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Oxnard Public Safety Managers Association (Fire Unit and Police Unit).

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6(a). The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for any other matter within the scope of representation.

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

City of Oxnard internet address: [www.oxnard.org](http://www.oxnard.org).

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. 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 cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 23, 2018 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

#### City Manager Department

2. SUBJECT: Adoption of Sunshine Ordinance.

RECOMMENDATION: That City Council adopt Ordinance No. 2948 adding Article IV to Chapter 2 of the City Code to establish local standards to ensure public access to open meetings (a Sunshine Ordinance).

Legislative Body: CC

Contact: Alexander Nguyen

Phone: (805) 385-7430

3. SUBJECT: Adoption of City Council Committee Structure Ordinance.

RECOMMENDATION: That City Council adopt Ordinance No. 2949 amending Chapter 2, Article I, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees.

Legislative Body: CC

Contact: Alexander Nguyen

Phone: (805) 385-7430

#### Fire Department

4. SUBJECT: Appropriation for FEMA Grant.

RECOMMENDATION: That City Council approve a budget appropriation to recognize the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant FY 17 and matching funds in the total amount of \$43,650 for the purpose of Swiftwater Rescue Training.

Legislative Body: CC

Contact: Darwin Base

Phone: (805) 385-7700

#### Police Department

5. SUBJECT: Agreement for Background Investigative Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. 7705-16-PO with Sintra Group in the amount of \$100,000 to increase the amount to a total of \$340,000 for background investigative services.

Legislative Body: CC

Contact: Scott Whitney

Phone: (805) 385-7624

#### Public Works Department

6. SUBJECT: First Amendment to Agreement A-8005 for On-Call Engineering Services.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8005 with MV Engineering, LLC to increase the agreement in an amount of \$200,000 for a total not-to-exceed amount of \$450,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

### K. REPORTS

#### Economic Development Department

1. SUBJECT: Camino Del Sol Senior Apartments Affordable Housing Payment (10/10/10)

RECOMMENDATION: 1. That the Community Development Commission Successor Agency adopt a resolution entitled "Resolution of the Board of Directors of the Oxnard

Community Development Commission Successor Agency, Approving, and Recommending to its Oversight Board Approval of, (1) the Transfer of a Housing Asset to the City of Oxnard, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Transfer of the Housing Asset;” and

2. That the City Council adopt a resolution entitled “Resolution of the City Council of the City of Oxnard, California, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Approving (1) the Acceptance of a Housing Asset from the Oxnard Community Development Commission Successor Agency, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Acceptance of the Housing Asset.”

Legislative Body: CC, SA

Contact: Ashley Golden

Phone: (805) 385-7882

#### Fire Department

2. **SUBJECT:** Oxnard Fire Department Advanced Life Support Services (5/5/5)

**RECOMMENDATION:** That City Council adopt a resolution approving a paramedic differential for those Firefighters who are assigned to work as paramedics in the Advanced Life Support Program.

Legislative Body: CC

Contact: Darwin Base

Phone: (805) 385-7700

#### Public Works Department

3. **SUBJECT:** Award Agreement for Biosolids Disposal (5/5/5)

**RECOMMENDATION:** That the City Council award and authorize the Mayor to execute Agreement Number A-8103 with Holloway Environmental Solutions LLC in the amount of \$3,900,000 for a three-year period for biosolids disposal services.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

4. **SUBJECT:** Approval of First Amendment to Agreement for Ongoing Water Quality Sampling, a Nutrient Study, and a Long-Term Water Quality Plan at the Channel Islands Harbor (5/5/5)

**RECOMMENDATION:** That the City Council:

1. Approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of \$306,045 for ongoing services relating to the Channel Islands Harbor water quality issue; and

2. Authorize a budget appropriation totaling \$315,806, as follows - General Fund (\$27,500), Waterways Zone 1 (\$153,200), Waterways Zone 2 (\$25,069), Seabridge CFD (\$36,913) and Westport CFD (\$36,211) - to fund the First Amendment to Agreement No. A-8093 and transferring funds from Project Z43801 – Seabridge Waterways TR5266 into Fund 173 (\$36,913).

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

#### L. ADJOURNMENT





**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 1**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Michelle Ascencion  
City Clerk

**SUBJECT:** Approval of Minutes.

**CONTACT:** Michelle Ascencion, City Clerk  
Michelle.Ascencion@oxnard.org, (805) 385-7805

**RECOMMENDATION:**

That the City Council approve the minutes of the October 23, 2018 Regular Meeting as presented.

**STRATEGIC PRIORITIES:**

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

**FINANCIAL IMPACT:**

There is no financial impact.

*Prepared by Michelle Ascencion, City Clerk*

**ATTACHMENTS:**

Minutes 10.23.2018 CC,HA,FA regular meeting

MINUTES  
 OXNARD CITY COUNCIL  
 Regular Meeting  
 October 23, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:05 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority and the Oxnard Financing Authority) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, Mayor Tim Flynn, and Housing Commissioner Jose Andrade were present. Housing Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Karen Moore, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: Sunshine Ordinance.

RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance adding Article IV to Chapter 2 of the City Code to establish local standards to ensure public access to open meetings (a Sunshine Ordinance).

The City Clerk and City Attorney gave a report. Public comments were received from Daniel Chavez Jr., Larry Stein, Alicia Percell, Al Velasquez, George Miller, Aaron Starr, Dan Pinedo, and Manuel Herrera. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the recommended action, with amendments to the ordinance as stated by the City Attorney (amend Sec. 2-224(A)(1)(c) to state “Consideration of appeals, final maps or parcel maps, or other items requiring timely consideration pursuant to statute or ordinance” and amend Sec. 2-228(C) to change “supermajority of the policy body” to “eighty percent of the members present”). VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

C. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present were Melissa Valdez, Community Affairs Manager; Kathleen Mallory, Planning Division Manager; Thien Ng, Assistant Public Works Director; Rosemarie Gaglione, Public Works Director; and Phillip Molina, City Treasurer.

#### D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation by the Ventura County Civic Alliance and Oxnard Union High School District Regarding the Third Annual Linked Learning Summer at City Hall Program.

Dr. Tom McCoy and Mary Anne Rooney of the Ventura County Civic Alliance made remarks and presented a short recap video of the 2018 Summer at City Hall program.

#### B. APPOINTMENT ITEMS

##### City Manager Department

2. SUBJECT: City Council Committee Structure.  
RECOMMENDATION: 1. That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 2 Article I Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular Council meeting schedule and establishing City Council committees; and  
 2. That the Housing Authority adopt **Resolution No. 1308** establishing the Housing Authority as a nine member body and repealing Resolution No. 1291.

The City Manager gave a report. Public comments were received from Ray Blattel, Daniel Chavez Jr., Larry Stein, George Miller, Pat Brown, Dan Pinedo, Francine Castanon, Kelly Christiansen, Al Velasquez, Aaron Starr, Alicia Percell, Woodrow Thomas Sr., and Manuel Herrera. Discussion ensued among the Council and staff.

*It was moved by Mayor Flynn, seconded by Mayor Pro Tem Ramirez, to approve the recommended action, with an amendment to postpone the Committee appointments until after the new City Council is seated, with the Mayor's appointments subject to the concurrence of the City Council. VOTE: Andrade, Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 4-1 on Recommendation #1 (City Council) and 5-1 (Vega absent) on Recommendation #2 (Housing Authority).*

The meeting took a brief recess from 7:45 to 7:49 p.m. Upon resuming, the Community Affairs Manager and public speakers Abel Magana, Lucy Cartagena, and Manuel Herrera made an announcement about the upcoming Halloween "Spook-tacular" event.

#### K. REPORTS

##### Development Services Department

3. SUBJECT: Selection of Default Tier Option for Clean Power Alliance (CPA).  
RECOMMENDATION: Staff recommends that City Council approve the selection of 50% renewable energy tier as the default product for Clean Power Alliance customers within the City of Oxnard.

The Planning Division Manager gave a report. Public comments were received from Sage Rainbow, Lupe Anguiano, Kitty Merrill, Steve Nash, James Reach, Kap Young, Jan Dietrick, Elisabeth Lamar, Todd Shuman, Christopher Tull, Carin Wofford, David Gilbertson, Al Velasquez, Kristofer

Young, and Michelle Ellison. Written comments were submitted by Jim Hines, Irene Rauschenberger, and Kap and Deborah Young.

Discussion ensued among the Council, staff, and Jennifer Ward of Clean Power Alliance.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the recommended action, with an amendment to set the default rate at 100%. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against. The motion carried 4-1.*

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

Public comments were received from Paul Whaley (police harassment), Woodrow Thomas Sr. (status of his claim against the city), Al Velasquez (upcoming election), Kelly Christiansen (upcoming meeting regarding odors in South Oxnard/Port Hueneme), Adam Vega (toxic chemicals for plant/pest management), Anthony Luna (100% default renewable energy rate), Alicia Percell (lawsuits and legal violations), and Aaron Starr (candidate for mayor).

#### F. REPORT OF CITY MANAGER

The Assistant Public Works Director announced an upcoming meeting regarding odors in South Oxnard/Port Hueneme.

#### G. CITY COUNCIL REPORTS

##### City Manager Department

1. **SUBJECT:** Adoption of a Resolution Supporting the “Hope for the Coast” Initiative.  
**RECOMMENDATION:** That the City Council adopt **Resolution No. 15,175** in support of the “Hope for the Coast” initiative that promotes the advancement of the City of Oxnard’s coastal ecosystem.

Alyssa Mann of The Nature Conservancy gave a report. Public comments were received from Pat Brown. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

Councilmember Madrigal commented on the recent passing of Jose Moreno, the recent free clinic at Guadalupe church, the recent Carnegie and Rose Park Neighborhood meetings, the Eastwood Park fall ball program, upcoming Habitat for Humanity and “Cafecito with a Cop” events, and the upcoming election.

Mayor Pro Tem Ramirez commented on the recent passing of former Councilmember Bedford Pinkard, the passing of the Assistant City Manager’s father, and acknowledged the Assistant City Clerk for her new position at the Ventura Police Department.

Mayor Flynn congratulated the Assistant City Clerk on her new position, and commented on the recent passing of former Councilmember Bedford Pinkard and the Assistant City Manager’s father.

Councilmember Perello commented on the passing of the Assistant City Manager's father and former Councilmember Bedford Pinkard, the recent free clinic at Guadalupe church, recent Channel Islands Harbor Task Force meeting, and the upcoming election.

#### H. REVIEW OF INFORMATION/CONSENT AGENDA

Item J-4 was discussed among the Council and staff.

#### I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

#### J. INFORMATION/CONSENT AGENDA

##### City Clerk Department

1. SUBJECT: Approval of Minutes.  
RECOMMENDATION: That the City Council approve the minutes of the October 16, 2018 Special Meeting and Regular Meeting as presented.

##### Cultural and Community Services Department

2. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA).  
RECOMMENDATION: That the City Council:
  1. Authorize the City Manager or designee to execute the amended Ventura County Area Agency on Aging Grant Contract No. A-8086 for the Provision of Services (Senior Nutrition Program & "Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Chief Financial Officer or designee to submit financial reports and grant claims for the use of Senior Nutrition grant funds; and
  2. Approve a budget appropriation to recognize the increase or amended Senior Nutrition grant award in the amount of \$33,925 for the FY 2018-2019 Senior Nutrition Program.

##### Public Works Department

3. SUBJECT: Approve Additional Contingency for Elevator Renovation Project.  
RECOMMENDATION: That City Council approve a \$25,000 increase in the contingency originally authorized for Elevator Renovation Project MO1001 at 305 W. Third Street.
4. SUBJECT: Second Amendment to Agreement for Removal of Household Hazardous Waste.  
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Agreement No. A-7988 with Safety-Kleen Systems, Inc. to add \$30,000 for a total agreement value of \$230,000 and to extend the agreement term from November 7, 2018, to December 31, 2018.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.*

K. REPORTSCity Manager Department

The following items were considered concurrently:

1. SUBJECT: Water Revenue Refunding Bonds Series 2018 (Refunding of 2006 Bonds).  
RECOMMENDATION: 1. That the City Council approve **Resolution No. 15,176**:  
 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
 AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE REFUNDING  
 BONDS, SERIES 2018 TO REFINANCE OUTSTANDING BONDS, AUTHORIZING  
 EXECUTION OF INDENTURE OF TRUST, AND AUTHORIZING EXECUTION OF  
 AND APPROVING RELATED AGREEMENTS AND OFFICIAL ACTIONS; and  
  
 2. That the City of Oxnard Financing Authority approve **Resolution No. 51**:  
 RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF OXNARD  
 FINANCING AUTHORITY, AUTHORIZING PROCEEDINGS AND AGREEMENTS  
 RELATING TO THE REFINANCING OF CITY WATER SYSTEM IMPROVEMENTS  
 AND AUTHORIZING OFFICIAL ACTIONS.
2. SUBJECT: Wastewater Revenue Refunding Bonds, Series 2018 (Refunding of Variable  
 Rate 2004B and 2006 Bonds).  
RECOMMENDATION: 1. That the City Council approve **Resolution No. 15,177**:  
 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD  
 AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE  
 REFUNDING BONDS, SERIES 2018 TO REFINANCE OUTSTANDING BONDS,  
 AUTHORIZING EXECUTION OF INDENTURE OF TRUST, AND AUTHORIZING  
 EXECUTION OF AND APPROVING RELATED AGREEMENTS AND OFFICIAL  
 ACTIONS; and  
  
 2. That the City of Oxnard Financing Authority approve **Resolution No. 52**:  
 RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF OXNARD  
 FINANCING AUTHORITY, AUTHORIZING PROCEEDINGS AND AGREEMENTS  
 RELATING TO THE REFINANCING OF CITY WASTEWATER SYSTEM  
 IMPROVEMENTS AND AUTHORIZING OFFICIAL ACTIONS.

The Assistant City Manager and Craig Hill of NHA Advisors gave a report. Public comments were received from Phil Molina and Al Velasquez. Discussion ensued among the Council and staff.

*It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

City Treasurer Department

4. SUBJECT: Investment Report for the First Quarter FY 18-19.  
RECOMMENDATION: That City Council review, accept and file the Investment Report for the First Quarter FY 18-19.

The City Treasurer gave a report. No public comments were received. Discussion ensued among the Council and Treasurer.

*It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to accept the report as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:38 p.m.

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MICHELLE ASCENCION, CMC  
City Clerk

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TIM FLYNN  
Mayor



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 2**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Alexander Nguyen  
City Manager

**SUBJECT:** Adoption of Sunshine Ordinance.

**CONTACT:** Alexander Nguyen, City Manager  
Alexander.Nguyen@oxnard.org, 805-385-7430

**RECOMMENDATION:**

That City Council adopt Ordinance No. 2948 adding Article IV to Chapter 2 of the City Code to establish local standards to ensure public access to open meetings (a Sunshine Ordinance).

**BACKGROUND**

This agenda item is for the adoption of the ordinance, adding Article IV to Chapter 2 of the City Code to establish local standards to ensure public access to open meetings (a Sunshine Ordinance), that was introduced by the City Council at a meeting of October 23, 2018.

At that meeting the City Council approved the introduction and first reading by title only of the ordinance with the following amendments: (1) Sec. 2-224(A)(1)(c) was amended to state "Consideration of appeals, final maps or parcel maps, or other items requiring timely consideration pursuant to statute or ordinance" and (2) Sec. 2-228(C) was changed from "supermajority of the policy body" to "eighty percent of the members present."

The City Council approved both ordinance amendments 5-0.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to



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November 13, 2018  
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improve workforce quality while increasing transparency to the public.

#### **FINANCIAL IMPACT**

None at this time.

*Prepared by Alexander Nguyen, City Manager, Jason Zaragoza, Deputy City Attorney, and Michelle Ascencion, City Clerk.*

#### **ATTACHMENTS:**

Ord. 2948 Sunshine Ordinance (adoption)

CITY COUNCIL OF THE CITY OF OXNARD  
ORDINANCE NO. 2948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AMENDING THE OXNARD CITY CODE BY ADDING ARTICLE IV (SUNSHINE  
ORDINANCE) TO CHAPTER 2 ESTABLISHING LOCAL STANDARDS TO  
ENSURE PUBLIC ACCESS TO PUBLIC MEETINGS

WHEREAS, Elected City officials, commissions, committees, boards, advisory bodies, task forces and other City of Oxnard (the “city”) legislative bodies exist to conduct the people’s business. This Sunshine Ordinance is intended to assure that the deliberations of these bodies and the city’s operations are in full view of the public; and

WHEREAS, it is the goal of this Sunshine Ordinance to ensure that residents of Oxnard have timely access to information and an opportunity to address the various legislative bodies of the city prior to governmental decisions being made; and

WHEREAS, this ordinance clarifies and supplements the Ralph M. Brown Act to ensure that the people of the city are fully informed so that they retain control over the instruments of local government in their city.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES  
ORDAIN AS FOLLOWS:

PART 1. Article IV is hereby added to Chapter 2 of the Oxnard City Code to read as follows:

**“ARTICLE IV SUNSHINE ORDINANCE**

**SEC. 2-220. FINDINGS AND PURPOSE**

Democracy in our representative form of government requires that the public have an opportunity to understand the government’s activities and to communicate its concerns to its elected and appointed representatives, and that those representatives have an adequate opportunity to consider those concerns and then act effectively and in a timely manner. This Sunshine Ordinance codifies the city’s public policy concerning participation in the deliberations of the city’s policy bodies, and clarifies and supplements the Brown Act. It is an affirmation of good government; and a continued commitment to open and democratic procedures. It is an effort to expand our residents’ knowledge, participation and trust. As procedures of government change and evolve, so also must the laws designed to guarantee the process remains visible.

## **SEC. 2-221. DEFINITIONS**

- (A) **AGENDA** - A document that informs the public about a meeting, published in advance of the meeting, which at a minimum: (i) identifies the policy body conducting the meeting, (ii) specifies the time and location of the meeting and (iii) lists each item of business to be discussed or transacted and describes the proposed action for such item.
- (B) **AGENDA PACKET** - A complete set of materials that includes the agenda and its relevant supporting documents.
- (C) **BROWN ACT** - Government Code sections 54950 et. seq., as those sections may be amended from time to time.
- (D) **CLOSED SESSION** - A meeting or portion of a meeting that begins with a public comment period, followed by a session that excludes the public as permitted by state law, and ends with an open session at which a public report is made to the extent required by state law.
- (E) **MEETING** - Shall have the same meaning as defined in Section 54952.2 of the Government Code.
- (F) **POLICY BODY** – Shall have the same meaning as "legislative body" as defined in Section 54952 of the Government Code unless the definition in this subsection applies to a broader range of boards, commissions, committees or other bodies, and shall include the following:
  - (1) The city council;
  - (2) Any other board enumerated in the city code;
  - (3) Any board, commission, committee, or other body created by ordinance or resolution of the city council;
  - (4) Any committee or body created by the initiative of a policy body as a whole;
  - (5) Any standing committee of a policy body irrespective of its composition.
  - (6) Any committee consisting of city employees that was established by city council ordinance or resolution that specified that the meetings of such committee were to be open and public.
- (G) **SUPPORTING DOCUMENTS** - All documents, regardless of form, medium or author, that are provided to members of a policy body for their use in considering agenda items for a meeting.

## **SEC. 2-222. MEETINGS TO BE OPEN AND PUBLIC; THE BROWN ACT**

All meetings of a policy body shall be open and public, and governed by the provisions of the Brown Act and of this article. In case of inconsistent requirements under the Brown Act and this article, the requirement which would result in greater or more expedited public access shall apply.

## **SEC. 2-223. CONDUCT OF BUSINESS; TIME AND PLACE OF MEETINGS**

- (A) Each policy body shall establish by resolution or motion the time and place for holding regular meetings.
- (B) Unless otherwise required by state or federal law or necessary to inspect real property or personal property which cannot be conveniently brought within the territory of the city or to meet with residents residing on property owned by the city, or to meet with residents of another jurisdiction to discuss actions of the policy body that affect those residents, all meetings of its policy bodies shall be held within the city.
- (C) If, because of fire, flood, earthquake or other emergency, it would be unsafe to meet at the regular meeting place, meetings may be held for the duration of the emergency at some other place specified by the policy body. The change of meeting site shall be announced, by the most rapid means of communication available at the time, in a notice to the local media who have requested written notice of special meetings pursuant to Government Code Section 54956. Reasonable attempts shall be made to contact others regarding the change in meeting location.
- (D) Special meetings of any policy body may be called at any time by the presiding officer thereof or by a majority of the members thereof, by delivering personally or by electronic mail written notice to each member of such body and the local media who have requested written notice of special meetings in writing. Such notice of a special meeting shall be delivered as described herein at least seven (7) days before the time of such meeting as specified in the notice, with the exception of the items described in Sec. 2-224, subsection (A)(1)(a)-(e). Each special meeting shall be held at the regular meeting place of the body except that the body may designate an alternate meeting place provided that such alternate location is specified in the notice of the special meeting.
- (E) If a meeting must be canceled, continued or rescheduled for any reason, notice of such change shall be provided to the public as soon as is reasonably possible, including posting of a cancellation notice, and electronically mailed notice if sufficient time permits.

## **SEC. 2-224. AGENDA REQUIREMENTS FOR REGULAR AND SPECIAL MEETINGS**

- (A) Twelve (12) days before a regular meeting of the city council, and seven (7) days before a special city council meeting and any meeting of all other policy bodies, the policy body shall post an agenda containing a meaningful description of each item of business to be transacted or discussed at the meeting. Agendas shall specify for each item of business the proposed action or a statement the item is for discussion, information, or receive-and-file only. These time requirements shall apply to posting on the Internet.

- (1) Notwithstanding subsection (A), items that may be agendized less than twelve (12) days before a regular city council meeting, or less than seven (7) days before other policy body meetings, include but are not limited to the following:
  - (a) Urgency items, where the public interest and necessity demand immediate city council action to avoid harm to or to safeguard life, health or property, or to mitigate severe economic impacts;
  - (b) Grant opportunities;
  - (c) Consideration of appeals, final maps or parcel maps, or other items requiring timely consideration pursuant to statute or ordinance;
  - (d) Ceremonial items; and
  - (e) Closed session items as specified in Section 2-226.
- (B) A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item. The description should be brief, concise and written in plain, easily understood English.
- (C) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.
- (D) All agendas shall be posted on the city's website and the city's cable channel and available at the kiosk outside of the city council chambers. Complete agenda packets for each policy body shall be posted on the city's website to the extent fiscally and technologically feasible and shall be available for review at the city clerk's office during normal business hours. The time for compliance with this subsection shall be in accordance with the time of the posting of the agenda for the meeting.
- (E) All supporting documents regarding an agenda item must be included in the agenda packet.
- (F) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a policy body may respond to statements made or questions posed by persons exercising their public testimony rights, to the extent of asking a question for clarification, providing a reference to staff or other resources for factual information, or requesting staff to report back to the body at a subsequent meeting concerning the matter raised by such testimony.
- (G) Notwithstanding subsection (F), the policy body may take action on items of business not appearing on the posted agenda under any of the following conditions:
  - (1) Upon a determination by a majority vote of the body that an accident, natural disaster or work force disruption poses a threat to public health and safety.

- (2) Upon a good faith, reasonable determination by a two-thirds (2/3) vote of the policy body, or, if less than two-thirds (2/3) of the members are present, a unanimous vote of those members present, that (a) the need to take immediate action on the item is so imperative as to threaten serious injury to the public interest if action were deferred to a subsequent special or regular meeting, or relates to a purely commendatory action, and (b) that the need for such action came to the attention of the policy body subsequent to the agenda being posted as specified in subsection (A).
- (3) The item was on an agenda posted pursuant to subsection (A) for a prior meeting of the policy body occurring not more than five (5) calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(H) Information on the Sunshine Ordinance shall be provided on the city clerk's webpage, with hard copies provided free of charge upon request.

## **SEC. 2-225. AGENDAS AND RELATED MATERIALS; PUBLIC RECORDS**

- (A) Agendas of meetings and any other documents on file with the clerk of the policy body, when intended for distribution to all, or a majority of all, of the members of a policy body in connection with a matter to be discussed or considered at an open session of a meeting shall be made available to the public. To the extent possible, such documents shall also be made available through the policy body's website. However, this disclosure need not include any material exempt from public disclosure under the California Public Records Act, or any other state or federal law.
- (B) Records which are subject to disclosure under subsection (A) and which are intended for distribution to a policy body prior to commencement of a meeting shall be made available for public inspection and copying upon request prior to commencement of such meeting, whether or not actually distributed to or received by the body at the time of the request.
- (C) Records which are subject to disclosure under subsection (A) and which are distributed during a meeting but prior to commencement of their discussion shall be made available for public inspection prior to commencement of, and during, their discussion.
- (D) Records which are subject to disclosure under subsection (A) and which are distributed during their discussion at a meeting shall be made available for public inspection immediately or as soon thereafter as is practicable.
- (E) A policy body may charge the direct cost of duplication for a copy of a public record prepared for consideration at a meeting. There shall be no charge for providing digital versions of documents (for example, PDFs) via electronic mail.

## **SEC. 2-226. CLOSED SESSIONS; PERMITTED TOPICS**

The City Council may hold closed sessions:

- (A) With its negotiator prior to the purchase, sale, exchange or lease of real property by or for the city to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.
- (B) Based on advice of the City Attorney, to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would likely and unavoidably prejudice the position of the city in that litigation.
- (C) To discuss a claim for liability or losses.
- (D) Based on the advice of the City Attorney, to receive, discuss, and take action concerning information obtained in a closed session of a joint powers agency.
- (E) With the Attorney General, district attorney, City Attorney, or chief of police, or their respective deputies, or a security consultant or a security operations manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities.
- (F) To consider the appointment, employment, evaluation of performance, discipline, or dismissal of a city employee, if the City Council has the authority to appoint, employ, or dismiss the employee, or to hear complaints or charges brought against the employee by another person or employee.
- (G) With the city's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.
- (H) For any other reason permitted by state law.

## **SEC. 2-227. STATEMENTS OF REASONS FOR CLOSED SESSIONS**

Prior to any closed session, the city council shall state the general reason or reasons for the closed session, and shall cite the statutory authority, including the specific section and subsection, or other legal authority under which the session is being held. In the closed session, the city council may consider only those matters covered in its statement.

## **SEC. 2-228. BARRIERS TO ATTENDANCE PROHIBITED**

- (A) No policy body shall conduct any meeting, conference or other function in any facility that excludes persons on the basis of actual or presumed class identity or characteristics, or which is inaccessible to persons with physical disabilities, or where members of the public may not be present without making a payment or purchase. Whenever the city council, a board or commission, or any committee thereof anticipates that the number of persons attending the meeting will exceed the legal capacity of the meeting room, any public address system used to amplify sound in the meeting room shall be extended by supplementary speakers to permit the overflow audience to listen to the proceedings in an adjacent room or passageway, unless such supplementary speakers would disrupt the operation of a city office.
- (B) Each policy body shall ensure that accessible seating for persons with disabilities, including those using wheelchairs, is made available for each regular and special meeting.
- (C) Meetings of policy bodies shall adjourn no later than 10:00 p.m., unless the meeting is extended by a majority vote of the policy body. No new items will begin after 10:00 p.m. unless eighty percent of the members present of the policy body votes to allow the items to be heard.

## **SEC. 2-229. VIDEO AND AUDIO RECORDING, FILMING AND STILL PHOTOGRAPHY**

- (A) Any person attending an open and public meeting of a policy body shall have the right to record the proceedings with an audio or video recorder or a still or motion picture camera, or to broadcast the proceedings, in the absence of a reasonable finding of the policy body that the recording or broadcast cannot continue without such noise, illumination or obstruction of view as to constitute a persistent disruption of the proceedings.
- (B) Every policy body shall audio or video record every noticed regular or special meeting held in a city owned facility, except to the extent that such facility may not be available for technical or other reasons. All recordings will be archived in digital form at a centralized location on the city's website within seventy-two (72) hours of such meeting. Each recording shall be a public record subject to inspection pursuant to the California Public Records Act.

## **SEC. 2-230. PUBLIC COMMENT**

- (A) Every agenda for regular meetings shall provide, before undertaking regular business, an opportunity for members of the public to directly address a policy body on items not appearing on the agenda or for non-action items, such as the Ceremonial Calendar, City Manager Reports, or City Council Business. The city council agenda shall provide up to thirty (30) minutes for this use. If the number of speakers interested in speaking under "Public Comment: Non-Agendized / Non-Action Items" exceeds the 30-minute period, additional time will be made available at the end of the meeting.



- (B) A policy body shall not abridge or prohibit public criticism of the policy, procedures, programs or services of the city, or of any other aspect of its proposals or activities, or of the acts or omissions of the policy body, on the basis that the performance of one or more public employees is implicated, or on any basis other than reasonable time constraints adopted.
- (C) Every agenda for regular or special meetings at which action is proposed to be taken on an item shall provide an opportunity for any member of the public to directly address the policy body concerning that item before the policy body takes action. Public comments on closed session items shall be taken before the closed session is convened. The presiding officer of any policy body may request speakers representing similar views to designate a spokesperson in the interest of time.
- (D) To facilitate public input, any agenda changes or continuances shall be announced by the presiding officer of a policy body at the beginning of a meeting, or as soon thereafter as the change or continuance becomes known to such presiding officer.
- (E) All staff reports, presentations, and comments from parties with a direct connection to the agenda item will be presented before the public has an opportunity to speak so as to provide the fullest opportunity for public input on all issues before the board, commission or council. City council comments on the agenda item shall take place after public comments on the agenda item.

## **SEC. 2-231. MINUTES**

The clerk or secretary of each policy body shall record the minutes for each regular and special meeting of the policy body. The minutes shall state the time the meeting was called to order, the names of the members attending the meeting, the roll call vote on each matter considered at the meeting, the time the board or commission began and ended any closed session, a list of those members of the public who spoke on each matter if the speakers identified themselves, and the time the meeting was adjourned.

The draft minutes of each meeting shall be available for inspection and copying upon request no later than ten (10) working days after the meeting. The officially adopted minutes shall be available for inspection and copying upon request no later than ten (10) working days after the meeting at which the minutes are adopted.

## **SEC. 2-232. SUNSHINE ORDINANCE SUPERSEDES OTHER LOCAL LAWS**

The provisions of this Sunshine Ordinance supersede other local laws. Whenever a conflict in local law is identified, the requirement which would result in greater access to public information shall apply.”

PART 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

PART 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance 2948 was first read on October 23, 2018 and finally adopted on November 13, 2018 to become effective on January 1, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Flynn, Mayor

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 3**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Alexander Nguyen  
City Manager

**SUBJECT:** Adoption of City Council Committee Structure Ordinance.

**CONTACT:** Alexander Nguyen, City Manager  
Alexander.Nguyen@oxnard.org, 805-385-7430

**RECOMMENDATION:**

That City Council adopt Ordinance No. 2949 amending Chapter 2, Article I, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees.

**BACKGROUND**

This agenda item is for the adoption of the ordinance, amending Chapter 2, Article I, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees that was introduced by the City Council at a meeting of October 23, 2018.

At that meeting the City Council approved the introduction and first reading by title only of the ordinance with the condition that City Council postpones the Committee appointments until after the new City Council is seated, with the Mayor's appointments subject to the concurrence of the Council.

The City Council approved the first reading of the ordinance 4-1, with Councilmember Perello being the dissenting vote.

**STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the

## Adoption of City Council Committee Structure Ordinance

November 13, 2018

Page 2

Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

### **FINANCIAL IMPACT**

This new structure will require additional support from the City Clerk's Office and the City Attorney's office. Staff will have to determine how to fund additional positions and return to City Council for authority.

*Prepared by Alexander Nguyen, City Manager and Jason Zaragoza, Deputy City Attorney.*

### **ATTACHMENTS:**

Ordinance 2949 - City Council Committee Structure (adoption)

CITY COUNCIL OF THE CITY OF OXNARD  
ORDINANCE NO. 2949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AMENDING THE OXNARD CITY CODE BY AMENDING CHAPTER 2 ARTICLE  
I SECTION 2-1 AND ADDING SECTION 2-1.1 ESTABLISHING CITY COUNCIL  
COMMITTEES

WHEREAS, the City of Oxnard is changing from a Mayor plus four Councilmembers-at-large model to a Mayor-at-large plus six district elected Councilmembers model, after the November 2018 election; and

WHEREAS, to prepare for this transition, the administration must make changes to the process by which the city conducts its business in order to be efficient, effective, and timely; and

WHEREAS, under the current system all non-administrative city business is conducted at the city council meetings which can lead to, very appropriately, long deliberation on many items; and

WHEREAS, in order to assure proper vetting and to prevent the delay of important city business, the city council endeavors to reorganize the city council meeting structure to include formal city council committees in order to be efficient, effective, and timely.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES  
ORDAIN AS FOLLOWS:

PART 1. All created city council committees and task forces are dissolved, and their enacting resolutions, if any, are repealed.

PART 2. Article I Section 2-1 subsection (A) is hereby amended and Section 2-1.1 is hereby added to Chapter 2 of the Oxnard City Code to read as follows:

**“SEC. 2-1. MEETINGS; RULES OF PROCEDURE.**

- (A) Regular city council meetings- Unless otherwise approved by city council action, city council shall conduct regular meetings on the first and third Tuesdays of every month in the city council chambers at 305 West Third Street at a time set by resolution of the city council.
- (B) Rules of procedure-
  - (1) The rules for the conduct of proceedings of the city council shall be established by resolution.
  - (2) Any violation of such rules shall be deemed to be a violation of this code and shall be punishable as provided in section 1-10 of this code.

**SEC. 2-1.1. ESTABLISHMENT OF CITY COUNCIL COMMITTEES**

- (A) The following city council committees shall consist of three city council members per committee, appointed by the Mayor and approved by at least four city councilmembers:

- (1) The finance and governance committee;
- (2) The public works and transportation committee;
- (3) The public safety committee;
- (4) The housing and economic development committee; and
- (5) The community services committee.

(B) Regular city council committee meetings- Unless otherwise approved by city council action, city council committees shall conduct regular meetings on the second and fourth Tuesdays of every month in the city council chambers at 305 West Third Street at a time set by resolution of the city council.

(C) The city council shall adopt bylaws for each committee setting forth the powers and duties of the city council committees established in this section.”

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City council’s adoption of the ordinance.

PART 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance 2949 was first read on October 23, 2018 and finally adopted on November 13, 2018 to become effective on January 1, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

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Michelle Ascencion, City Clerk

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Stephen M. Fischer, City Attorney



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 4**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Darwin Base  
Fire Chief

**SUBJECT:** Appropriation for FEMA Grant.

**CONTACT:** Darwin Base, Fire Chief  
Darwin.Base@oxnard.org, (805) 385-7700

**RECOMMENDATION:**

That City Council approve a budget appropriation to recognize the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant FY 17 and matching funds in the total amount of \$43,650 for the purpose of Swiftwater Rescue Training.

**BACKGROUND**

On February 27, 2018 City Council adopted resolution 15,093 authorizing the Fire Department to submit an application to Federal Emergency Management Agency (FEMA) for the Assistance to Firefighters Grant FY17.

FEMA has awarded grant funds in the amount of \$39,682 in federal funds with a 10% match of \$3,968, to be met with Fire Department general fund, for the purpose of Swiftwater Rescue Training.

Swiftwater Rescue is a discipline used by members of the Urban Search and Rescue Team; the skills mastered in this course will prepare personnel to save human life during incidents of flooding and mudslides.

**STRATEGIC PRIORITIES**

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

Appropriation for Assistance to Firefighters Grant FY17  
November 13, 2018  
Page 2

## **FINANCIAL IMPACT**

Approval of the budget appropriation will recognize \$39,682 in federal funds and \$3,968 in matching funds (238-2221, project 772270). There is sufficient funding in the FY18-19 General Fund budget to meet the required 10% match (101-2201-802.87-33).

*Prepared by Amy Van Atta, Management Analyst II*

## **ATTACHMENTS:**

Attachment A: Budget Appropriation

Attachment B: Resolution 15,093

Attachment C: Award Letter AFG FY17



# REQUEST FOR BUDGET APPROPRIATION

**Department:** FIRE  
**Project/Program**  
**Manager:** BASE

**Date:** October 9, 2018  
**Phone:** X7700

**Reason for Appropriation:**

To recognize Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of \$43,650, of which \$39,682 is grant award and \$3,968 is matching requirement for the FY17 AFG Swiftwater Program per award EMW-2017-FO-05281.

**Accounts and Descriptions**

**AMOUNT**

**Fund: 238 - HOMELAND SECURITY GRANT**

**Revenues/Transfers In**

**AFG FY17 SWIFTWATER (772270)**

238-2221-531.72-20	GENERAL FUND MATCH - FED. GR	3,968
238-2221-531.72-31	FEDERAL/STATE GRANT REVENUES	<u>39,682</u>
	Sub-total Revenues	<u>43,650</u>

**Expenditures/Transfers Out**

**AFG FY17 SWIFTWATER (772270)**

238-2221-802.80-03	PERSONAL SERVICES / OVERTIME	21,825
238-2221-802.80-08	PERSONAL SERVICES / STATION COVERAGE	<u>21,825</u>
	Sub-total Expenditures	<u>43,650</u>

**Net Change to Fund Balance 0**

**Net Appropriation Change 43,650**

**Approvals**

Department Director \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_

City Manager \_\_\_\_\_

## CITY COUNCIL OF THE CITY OF OXNARD

## RESOLUTION NO. 15,093

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

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of an application to the Federal Emergency Management Agency (FEMA) for \$330,000 in Assistance to Firefighter (AFG) grant funds to be used for Regional Hazardous Materials Training and a second application for \$42,208 in AFG grant funds to be used for Swiftwater Rescue Training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of two grant applications by the City Manager one application for a Regional Hazardous Materials Training and Swiftwater Rescue Training. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

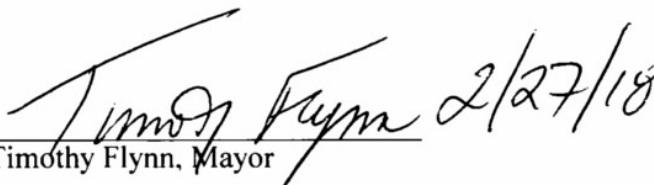
PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

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

NOES: None.

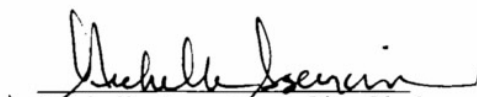
ABSENT: None.

ABSTAIN: None.

 2/27/18  
Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Michelle Ascencion, City Clerk

  
Stephen M. Fischer, City Attorney

U.S. Department of Homeland Security  
Washington, D.C. 20472



# FEMA

Mr. Alex Hamilton  
City of Oxnard  
360 W Second St  
Oxnard, California 93030-5738

Re: Award No.EMW-2017-FO-05281

Dear Mr. Hamilton:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of \$39,682.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,968.00 of non-Federal funds, or 10 percent of the Federal contribution of \$39,682.00.

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.** By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print

## Award Package

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1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online.

If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas DiNanno". The signature is fluid and cursive, with a large initial "T" and a stylized "D".

Thomas George DiNanno  
GPD Assistant Administrator



## Summary Award Memo

**INSTRUMENT:** GRANT  
**AGREEMENT NUMBER:** EMW-2017-FO-05281  
**GRANTEE:** City of Oxnard  
**DUNS NUMBER:** 081790214  
**AMOUNT:** \$43,650.00, Operations and Safety

**Project Description**

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Period of Performance**

27-AUG-18 to 26-AUG-19

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$43,650.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
State Taxes	\$0.00
Total	\$43,650.00

**NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Edith Mylerly at Edith.Mylerly@fema.dhs.gov.

**FEMA Officials**

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)**





## Agreement Articles



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

**GRANTEE:** City of Oxnard

**PROGRAM:** Operations and Safety

**AGREEMENT NUMBER:** EMW-2017-FO-05281

**AMENDMENT NUMBER:**

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The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

### Article I. **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

### Article II. **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

### Article IV. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### Article V. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### Article VI. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### Article VII. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101- 12213).

### Article VIII. Animal Welfare Act of 1966

Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 *et seq.*), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or

exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

#### Article IX. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

#### Article X. **Civil Rights Act of 1964 - Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

#### Article XI. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

#### Article XII. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including but not limited to the following:

- a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

- b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### Article XIII. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### Article XIV. **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### Article XV. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

#### Article XVI. Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

#### Article XVII. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### Article XVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### Article XIX. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### Article XX. Environmental Planning and Historic Preservation Screening

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: <https://www.fema.gov/library/viewRecord.do?id=6906>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

#### Article XXI. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details

the administrative remedies for false claims and statements made.)

#### Article XXII. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A- 129.)

#### Article XXIII. **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### Article XXIV. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

#### Article XXV. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

#### Article XXVI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### Article XXVII. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

#### Article XXVIII. **National Environmental Policy Act**

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### Article XXIX. **Nondiscrimination in Matters Pertaining to Faith- Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXX. Non-supplanting Requirement**

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXXI. Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXXII. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXXIII. Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XXXIV. Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXV. Protection of Human Subjects**

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

**Article XXXVI. Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XXXVII. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2

C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXVIII. **Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XXXIX. **SAFECOM**

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### Article XL. **Terrorist Financing**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### Article XLI. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

#### Article XLII. **Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

#### Article XLIII. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

#### Article XLIV. **Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### Article XLV. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

<b>1a. AGREEMENT NO.</b> EMW-2017-FO-05281	<b>2. AMENDMENT NO.</b> 0	<b>3. RECIPIENT NO.</b> 95-6000756	<b>4. TYPE OF ACTION AWARD</b>	<b>5. CONTROL NO.</b> WX02682N2018T		
<b>6. RECIPIENT NAME AND ADDRESS</b> City of Oxnard 360 W Second St Oxnard California, 93030-5738	<b>7. ISSUING OFFICE AND ADDRESS</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker		<b>8. PAYMENT OFFICE AND ADDRESS</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472			
<b>9. NAME OF RECIPIENT PROJECT OFFICER</b> Alex Hamilton	<b>PHONE NO.</b> 8053858002	<b>10. NAME OF PROJECT COORDINATOR</b> Catherine Patterson		<b>PHONE NO.</b> 1-866-274-0960		
<b>11. EFFECTIVE DATE OF THIS ACTION</b> 27-AUG-18	<b>12. METHOD OF PAYMENT</b> SF-270	<b>13. ASSISTANCE ARRANGEMENT</b> Cost Sharing	<b>14. PERFORMANCE PERIOD</b> From:27-AUG-18 To:26-AUG-19  Budget Period From:30-APR-18 To:30-SEP-18			
<b>15. DESCRIPTION OF ACTION</b> a. (Indicate funding data for awards or financial changes)						
<b>PROGRAM NAME ACRONYM</b>	<b>CFDA NO.</b>	<b>ACCOUNTING DATA (ACCS CODE)</b> XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXXX-X	<b>PRIOR TOTAL AWARD</b>	<b>AMOUNT AWARDED THIS ACTION + OR (-)</b>	<b>CURRENT TOTAL AWARD</b>	<b>CUMULATIVE NON-FEDERAL COMMITMENT</b>
AFG	97.044	2018-F7-C111-P4310000-4101-D	\$0.00	\$39,682.00	\$39,682.00	\$3,968.00
		<b>TOTALS</b>	<b>\$0.00</b>	<b>\$39,682.00</b>	<b>\$39,682.00</b>	<b>\$3,968.00</b>
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
<b>16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b>  Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
<b>16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN</b>  This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b> N/A						<b>DATE</b> N/A
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b> Marketa Walker						<b>DATE</b> 25-AUG-18

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**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 5**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Scott Whitney  
Police Chief

**SUBJECT:** Agreement for Background Investigative Services.

**CONTACT:** Scott Whitney, Police Chief  
Scott.Whitney@OxnardPD.org, (805) 385-7624

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute a First Amendment to Agreement No. 7705-16-PO with Sintra Group in the amount of \$100,000 to increase the amount to a total of \$340,000 for background investigative services.

**BACKGROUND**

The police department conducts extensive background investigations on all prospective employees including sworn officers, civilians, and volunteers. The background investigations are conducted by an outside company, currently Sintra Group, and the current agreement is effective from January 2, 2017 to January 2, 2019 for a total amount of \$240,000.

Since January of 2017, there have been a large number of background investigations conducted with the hiring of 35 sworn officers and 15 civilian employees. This unanticipated increase in backgrounds led to the total agreement amount being met by August of 2018, and the need for additional funds.

The purpose of this amendment is to add additional funds to the agreement to ensure that background investigations will continue through the end of the agreement on January 2, 2019. There are several positions within the police department that have vacancies and pending background investigations need to be conducted.

Agreement for Background Investigative Services  
November 13, 2018  
Page 2

Currently, a Request for Proposal has been posted and bids are being solicited to renew the agreement on January 3, 2019.

### **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

### **FINANCIAL IMPACT**

There is no financial impact to the general fund. There is sufficient funding available in the FY 2018-19 General Fund Police operating budget (101-2103).

*Prepared by Eric S. Sonstegard, Assistant Police Chief*

### **ATTACHMENTS:**

Sintra Group First Amendment 7705-16-PO

Sintra Group Agreement 7705-16-PO

**Agreement No. 7705-16-PO****FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This First Amendment (“First Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this 15<sup>th</sup> day of August, 2018, by and between the City of Oxnard, a municipal corporation (“City”), and Sintra Group (“Consultant”). This First Amendment amends the Agreement entered into on November 29, 2016, by City and Consultant.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the previous not to exceed amount of “\$240,000” shall be replaced with “\$340,000.”
2. As so amended, the Agreement remains in full force and effect.

**Agreement No. 7705-16-PO**

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

**CITY OF OXNARD****VENDOR/CONTRACTOR/CONSULTANT**

☒ Alexander Nguyen, City Manager \_\_\_\_\_ Date \_\_\_\_\_

Steve Bowman, Board President \_\_\_\_\_ Date \_\_\_\_\_

Katherine Bowman, Vice-President \_\_\_\_\_ Date \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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**

**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 29 day of November, 2016, by and between the City of Oxnard, a municipal corporation ("**City**"), and Sintra Group, a California Corporation ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sgt. Charles Woodruff ("**Manager**"), subject to the direction of the City Manager or Department Manager.

## 6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

## 7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

## 8. Time for Performance

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

## 9. Principal in Charge

Consultant hereby designates Steve Bowman as its principal-in-charge and person responsible for necessary coordination with Manager.

## 10. Permits, Licenses, Certificates

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

## 11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

## 12. Term of Agreement

This Agreement shall begin on January 2, 2017, and expire on January 2, 2019.

## 13. Termination

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.

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.

J.5.b

#### 14. Compensation

City agrees to pay Consultant in an amount not to exceed \$240,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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.

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 sub consultants 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 sub consultants.

Consultant shall provide Manager 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 not reimburse Consultant for sales taxes paid by Consultant.

#### 15. Method of Payment

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.

Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

#### 16. Responsibility for Expenses

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



## 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

## 18. Records

Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

## 19. Maintenance and Inspection of Records

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

## 20. Confidentiality of Information

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

## 21. Indemnity

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.

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

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

## 22. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-1, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-1. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-1.

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

## 23. Independent Contractor

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

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

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

#### 24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and sub consultants 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

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.

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.

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

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

### 29. Force Majeure

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

### 30. Time of Essence

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

### 31. Covenants and Conditions

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

### 32. Governing Law

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

### 33. Compliance with Laws

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

### 34. Severability

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

### 35. Waiver

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

### 36. Counterparts

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

### 37. Arbitration

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

### 38. Expenses of Enforcement

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

### 39. Authority to Execute

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

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

### 40. Notices

Any notices to Consultant may be delivered personally or by mail addressed to Sintra Group, 6085 King Drive #103, Ventura, CA 93003, Attention: Steve Bowman.

Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Personnel and Training Unit, 251 S C St. , Oxnard, California 93030, Attention: Sgt. Charles Woodruff.

### 41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

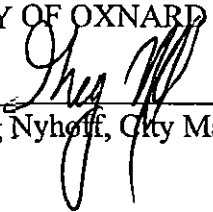
effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

J.5.b

42. Entire Agreement

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

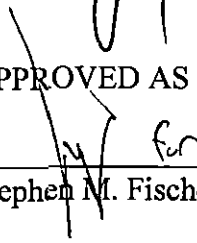
CITY OF OXNARD

  
\_\_\_\_\_  
Greg Nyhoff, City Manager

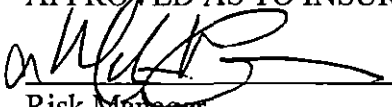
CONSULTANT

  
\_\_\_\_\_  
Steve Bowman

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sgt. Charles Woodruff, Project Manager

## EXHIBIT A

### SCOPE OF SERVICES

Pre-Employment Background Investigations shall be consistent with the guidelines set forth in:

- Government Code 1031
- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.

Consultant shall perform the investigations and provide the required reports and forms within six (6) weeks of receipt of request, unless the City grants an extension for cause. Consultant must have the in-house personnel and resources to complete a maximum of twenty (20) Police pre-employment investigations in a six (6) week period.

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the above-referenced codes and regulations. Though not solely provided/ completed by the Consultant, an Oxnard Police Department background investigation report will, at a minimum, address the following areas:

1. A narrative-based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation, and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and citizenship.
5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.

11. Financial information, including monthly income/expenses.
12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Police department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which applicant held an operators/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Polygraph examination. (Consultant does not administer the polygraph examination, but will provide a statement regarding the results of the examination).
18. Civil suits and legal judgments concerning the applicant (Federal, State and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history. (This is conducted by the Oxnard Police Department Records Division).
20. A check of wants/warrants information systems, including: County of Ventura CLETS system; National Crime Information Center (NCIC); Department of Justice search of the Child Abuse Central Index. (This is conducted by the Oxnard Police Department Records Division).



**EXHIBIT B****COMPENSATION RATES****VOLUME TWO -- COST**

Sintra Group proposes a fee of **\$75 per hour** for background investigations on all police officer, public safety dispatcher and other line level personnel. If there is travel beyond one hundred miles from the Oxnard Police Department or the office of the Sintra Group investigator used, whichever is closer, mileage reimbursement at current Internal Revenue Service rates or actual travel costs will be charged. This includes the actual costs for airfare, hotel, meals (not to exceed \$75 per day), car rental, car rental fuel, toll roads and parking. Incidental expenses incurred during this travel, (e.g., shipping, copying or computer access fees), will also be charged at their actual cost.

Sintra Group proposes a fee of **\$120 per hour** for background investigations on Department Head positions, (e.g., Police Chief, City Manager). These investigations require an investigator who has experience both as a law enforcement manager and with these specific types of investigations. These cases will be completed within two weeks and, as such, often involve last minute travel needs because both the hiring agency and the applicant need a quick decision on these matters.

**EXHIBIT INS-[ ]**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONSULTANTS  
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). 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 \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS****CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. \_\_\_\_\_

300 W. Third Street, Suite 302

Oxnard CA 93030

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**SUBMIT IN DUPLICATE**

ISSUE DATE (MM/DD/YY)

**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

☐ COMMERCIAL GENERAL LIABILITY  
☐ COMPREHENSIVE GENERAL LIABILITY  
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made  
Retroactive Date \_\_\_\_\_  
☐ Occurrence

## OTHER PROVISIONS

## COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

CUMULATIVE 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:**

**CLARKING.**  
Name:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: ( )

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

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

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**  
**Attn: Risk Manager**  
**Reference No. \_\_\_\_\_**  
**300 W. Third Street, Suite 302**  
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

☐ Broker/Agent      ☐ Underwriter      ☐

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

Signature \_\_\_\_\_  
(original signature required)

Telephone: (        ) Date Signed \_\_\_\_\_

**SUBMIT IN DUPLICATE**

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

**POLICY INFORMATION:**

**Insurance Company:**  
**Policy No.:**  
**Policy Period: (from** \_\_\_\_\_ **(to)** \_\_\_\_\_  
**LOSS ADJUSTMENT EXPENSE**

☐ Included in Limits  
☐ In Addition to Limits

**Telephone:**

**NAMED INSURED**

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

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

CITY AGREEMENTS/PERMITS

## OTHER PROVISIONS

- ☐ COMMERCIAL AUTO POLICY  
☐ BUSINESS AUTO POLICY  
☐ OTHER

## LIMIT OF LIABILITY

\$\_\_\_\_\_ per accident, for bodily injury and property damage.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( )

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

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

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD**

**Attn: Risk Manager**

Reference No. \_\_\_\_\_

**300 W. Third Street, Suite 302**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**

- ☐
- Broker/Agent
- ☐
- Underwriter
- ☐

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

Signature \_\_\_\_\_

*(original signature required)*

Telephone: (        ) Date Signed \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

SINTGRO-01

J.5.b

AFISHER

DATE (MM/DD/YYYY)

12/1/2016

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

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

PRODUCER License # 0757776  
Solvang, CA - Laubacher - HUB International Insurance Services Inc.  
1678 Oak Street  
Solvang, CA 93463

CONTACT NAME: Amy Fisher

PHONE (A/C, No, Ext): (805) 691-6061

FAX (A/C, No):

E-MAIL ADDRESS: amy.fisher@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Acceptance Casualty Insurance Company

10349 A

INSURER B: Allied Insurance Company of America

10127 A1

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Sintra Group  
Steve Bowman  
6085 King Drive, Suite 103  
Ventura, CA 93003

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CP00960929	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ Included
	OTHER:					Errors&Omission \$ 1,000,000
B	AUTOMOBILE LIABILITY		ACP3017154508	04/21/2016	04/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as Additional Insured with respect to liability arising out of activities performed by or on behalf of the named insured, products and completed operations, premises owned, occupied or used, or autos owned, leased or borrowed by the named insured.

\*10-Day Notice of Cancellation for NonPayment of Premium.

## CERTIFICATE HOLDER

## CANCELLATION

City of Oxnard, its City Council officers, employees and volunteers Risk Manager  
300 West Thrd Street, Suite 3  
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



POLICY NUMBER: CP00960929

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s)**Blanket as required by valid written contract.  
Blanket as required by valid written contract.

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

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

- A. In the performance of your ongoing operations; or  
B. In connection with your premises owned by or rented to you.

## WORKERS COMPENSATION

Sintra Group Inc. is an "S" Corporation chartered in California in 2016. The owners, Steve and Katherine Bowman, are the only employees and shareholders, both with a 50% interest in the entity. As such, there is no legal mandate to maintain a Workers Compensation insurance policy.

A handwritten signature in black ink that reads "STEVE Bowman". The word "STEVE" is in all caps and written in a stylized, cursive-like font. "Bowman" is written in a more standard cursive script.

Steve Bowman, President

22946

## CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

NATIONWIDE MUTUAL INSURANCE COMPANY  
DES MOINES, IA 50391-2000

Policy Number: <b>ACP BA 3017154508</b>		
Policy Effective From <b>04/21/2016</b> To <b>04/21/2017</b> 12:01 A.M. Standard Time		
Transaction Effective <b>04/21/2016</b> 12:01 A.M. Standard Time		
Named <b>STEVEN BOWMAN</b>		
Insured: <b>DBA SINTRA GROUP</b>		
Mailing Address:	<b>7461 VAN BUREN ST</b>	<div style="text-align: right;">Premium</div> ADDITIONAL \$
	<b>VENTURA, CA 93003-2559</b>	
Agency:	<b>HUB INTERNATIONAL INS SERVICES</b>	84 22946-004 004
	<b>PO BOX 31</b>	78
	<b>OXNARD CA 93032-0031</b>	(805)688-7775
Total:		\$
COMMSN COM \$		0.00
COMMSN PER \$		0.00

## CHANGED POLICY GENERAL

Premium

 1 \$ 0.00

ADDED DESIGNATED INSURED  
CITY OF OXNARD, ITS CITY COUNTY OFFICERS, EMPLOYEES  
300 W 3RD ST STE 3  
OXNARD, CA 93030-5738

COMMISSION PERCENT      COMMISSION ADJUSTMENT  
00.00                              \$0.00

-----  
ADDED FORM

2 \$ 0.00

CA2048 (02/99) DESIGNATED INSURED

COMMISSION PERCENT      COMMISSION ADJUSTMENT  
00.00                              \$0.00

\*\* THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT. \*\*

PH AMEND 1 (01-97) 00

DIRECT BILL

EMJ156

LI2Q

2016089

AGENT COPY

ACP BA 3017154508

808258583

78

0018030

CA 20 48 (02-99)

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

This endorsement modifies insurance provided under the following:

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

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

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

**SCHEDULE**

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

**CITY OF OXNARD, ITS CITY COUNTY OFFICERS, EMPLOYEES AND  
VOLUNTEERS RISK MANAGER**

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

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

Copyright, Insurance Services Office, Inc., 1998

CA 20 48 (02-99)

ACP BA 30-1-7154508

LI2Q 16089

AGENT COPY

CA2048029900 0240

78 0018031

Agreement No. 7705-16-PO

# CITY OF OXNARD

## AGREEMENT/AMENDMENT REVIEW FORM

**CCRC**  
12/6/16  
**REVIEWED**

Consultant/Contractor: Sintra GroupDepartment: PoliceProject Manager: Charles WoodruffPhone: 805-385-8300Amendment Number: N/A

Replaces Agreement No.: \_\_\_\_\_

Agreement Termination Date: January 2, 2019Funding Source: General Fund

Account No. \_\_\_\_\_

**Current Value of Agreement**(including Previous Amendments): \$ 240,000.00

(Attach copies of original agreement and all previous amendments.)

Value of this Amendment: \$ \_\_\_\_\_**Total Value of Amended****Agreement:** \$ 240,000.00

P.O. No. (if existing agreement): \_\_\_\_\_

Req. No. (if new agreement): 2974

Please attach list of account numbers and amounts if multiple accounts.

Purpose of Agreement/Amendment: Background Investigation Services.

Route Two Original Agreements for Signature and One Copy of This Form to the City Clerk. Please refer to Page 2 for information prior to processing and an explanation of review process below.

**Review Sequence****Initials****Date**

1. Contractor/Vendor (Project Manager to initial)

EW12-1-16

2. Project Manager

EW11-30-16

3. Department Director

\_\_\_\_\_

\_\_\_\_\_

4. City Attorney

SOB12/1/16

5. Budget Management

\_\_\_\_\_

\_\_\_\_\_

6. Risk Management

a help12/6/16

7. Purchasing Agent

\_\_\_\_\_

\_\_\_\_\_

8. Contract Compliance Review Committee

\_\_\_\_\_

\_\_\_\_\_

9. Purchasing Agent/City Manager/City Council

\_\_\_\_\_

\_\_\_\_\_

10. City Clerk

\_\_\_\_\_

\_\_\_\_\_



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent**

**AGENDA ITEM NO.: 6**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** First Amendment to Agreement A-8005 for On-Call Engineering Services.

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

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8005 with MV Engineering, LLC to increase the agreement in an amount of \$200,000 for a total not-to-exceed amount of \$450,000.

**BACKGROUND**

On April 24, 2017, the Public Works Department sent out a request for proposal (RFP) to 21 firms that specialize in wastewater engineering services. Services were required due to unfilled positions within the Engineering, Water and Wastewater Divisions. Eleven firms responded and a panel selected six firms that best met with the City's criteria from the RFP, including MV Engineering, LLC (MV Engineering). MV Engineering's Agreement Number A-8005 was approved on the City Manager's list on November 14, 2017, in the amount of \$250,000 for a term from November 14, 2017, to October 10, 2020.

At this time, the Public Works Department is requesting to increase the contract amount by \$200,000 for a new total contract amount not to exceed \$450,000. This increase is requested to continue to address the needs on various water, recycled water, wastewater regulatory compliance, treatment and operational needs.

MV Engineering assisted the Public Works Department in completing the following technical services from January to September 2018 where the Department was in recruitment for the Wastewater Division Manager position.

# First Amendment to Agreement A-8005 for On-Call Engineering Services

November 13, 2018

Page 2

- Prepared wastewater discharge requirement report for the wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit renewal.
- Prepared technical memorandum for storm water phase implementation program to meet storm water MS4 permit requirements.
- Updated recycled water operations and maintenance manual for Indirect Potable Reuse (IPR) permit application.
- Assisted the Oxnard Channel Islands Harbor water quality evaluation.
- Investigated Advanced Water Purification Facility (AWPF) potential membrane fouling from high brine concentration.
- Assisted City staff, as necessary, with response to regulatory agencies to water quality, lead testing, recycled water, and wastewater reporting.

Work under this agreement will be assigned by task order for any water, recycled water, wastewater regulatory compliance, treatment and operational needs. A cost proposal will be obtained for each assigned task order at the contractual rates, and each task order will be approved per current City standard practices. This agreement is citywide and available for all City departments.

## STRATEGIC PRIORITIES

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

## FINANCIAL IMPACT

Funding sources for this agreement are determined by the work required in each task order. The requesting department shall track and ensure budget availability prior to issuing task order under this agreement.

*Prepared by Thien Ng, Assistant Public Works Director.*

## ATTACHMENTS:

Attachment A - First Amendment

Attachment B - Agreement A-8005

Agreement No. A-8005

**FIRST AMENDMENT TO PROFESSIONAL SERVICES**

This First Amendment ("First Amendment") to the professional services ("Agreement") is made and entered into in the County of Ventura, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and MV Engineering, LLC ("Consultant"). This First Amendment amends the Agreement entered into on November 14, 2017, by City and Consultant.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the selected answer is hereby amended to state: "City agrees to pay Consultant in an amount not to exceed \$450,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein".
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]



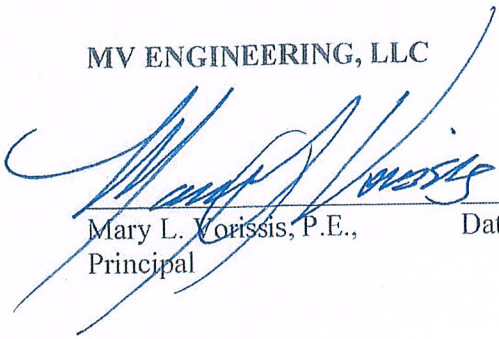
Agreement No. A-8005

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

CITY OF OXNARD

MV ENGINEERING, LLC

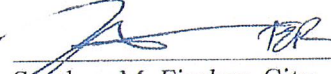
☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ Buyer

 \_\_\_\_\_ Date 10-3-2018  
 Mary L. Vorissis, P.E.,  
 Principal

ATTEST:

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

APPROVED AS TO FORM:

 \_\_\_\_\_ Date 10/03/18  
 Stephen M. Fischer, City Attorney (always required)

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 14<sup>th</sup> day of November, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and MV Engineering, LLC ("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.

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 described herein.

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

## Agreement No. A-8005

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Consultant's Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this agreement, pursuant to the schedule provided with each proposal for each task order assigned and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Mary Vorissis as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on November 14, 2017, and expire on October 10, 2020.

13. Termination

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

## Agreement No. A-8005

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 \$250,000 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. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

#### 16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or

## Agreement No. A-8005

agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

#### 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### 18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

#### 19. Maintenance and Inspection of Records

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

## 20. Confidentiality of Information

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

## 21. Hold Harmless, Indemnity and Defense

a. For architectural, landscape architectural, engineering or land surveying services only:

(1) 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, 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. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the 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 that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. For everything else:

(1) 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

## Agreement No. A-8005

limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. 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.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

## 22. Insurance

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

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

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

## 23. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

## Agreement No. A-8005

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

#### 24. Consultant Not Agent

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

#### 25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

#### 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



## Agreement No. A-8005

employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

#### 29. Force Majeure

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

#### 30. Time of Essence

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

#### 31. Covenants and Conditions

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

#### 32. Governing Law

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

#### 33. Compliance with Laws

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

#### 34. Severability

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

## Agreement No. A-8005

35. Waiver

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

36. Counterparts

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

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 MV Engineering, LLC, 2925 Rikkard Drive, Thousand Oaks, CA, 91362, Attention: Mary Vorissis.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works, 305 W. Third St., East Wing, 3r Floor, Oxnard, California 93030, Attention: Thien Ng.

## Agreement No. A-8005

41. Amendment

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

42. Entire Agreement

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

[Signatures on next page]

## Agreement No. A-8005

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

## CITY OF OXNARD

## CONSULTANT



11-15-17

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

Date



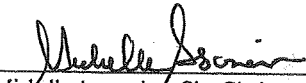
9-20-2017

Mary L. Vorissis, P.E., Principal

Date

☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)  
☐ Purchasing Agent (if agreement is up to \$25,000.00)

## ATTEST:



11/15/17

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

Date

## APPROVED AS TO FORM:

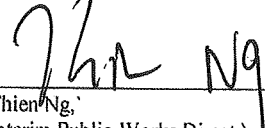


9/19/17

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

Date

## APPROVED AS TO CONTENT:



9-25-17

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

Date

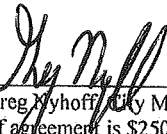


11-7-17

Ruth Osuna, Assistant City Manager

Date

## APPROVED AS TO AMOUNT:



11-15-17

Greg Nyhoff, City Manager  
(if agreement is \$250,000.01 or more)

Date

## APPROVED AS TO INSURANCE:



10/31/17

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall provide technical support services to the City of Oxnard Utility Division which includes; Water, Wastewater, Recycled Water, Storm Water and Environmental Resources. The technical support services are as follows:

- Contract Management
- Wastewater Project Management and Coordination
- Recycled Water Project Management and Coordination
- Potable Water Project Management and Coordination
- Storm Water Project Management and Coordination
- Environmental Resources Project Management and Coordination
- Regulatory Liaison and Permitting for Wastewater, Recycled Water, Potable Water, Storm Water and Environmental Resources projects.
- Engineering including but not limited to; technical design and review, technical writing, project management and management analyst services.
- Construction project coordination and office engineering services.
- Development of preliminary design and feasibility reports.
- Development of technical memoranda and engineering studies.
- Engineering Management Support
- Development of Recycled Water Business Plan

**EXHIBIT B**  
**COMPENSATION RATES**

Schedule of Fees		
<u>Classification</u>	<u>Hourly Rate</u>	
Principal-In-Charge/Mary L. Vorissis, P.E.	\$185	
EXPENSES		
<u>Expense Type</u>	<u>Estimating Method</u>	<u>Rate</u>
Auto Mileage	Travel	Current IRS Rate
Auto Rental	Travel	Actual
Other Travel (FTR Guidelines)	Travel	Actual
Equipment Rental	Operating Expense	Actual
Postage/Freight	Operating Expense	Actual
Reprographics	Outside Service	Actual
Subcontractors	Outside Service	Actual + 10%

The prices listed above shall be effective through the term of this Agreement. If MV Engineering, LLC wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

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

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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](mailto: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 and CG 2037).**

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

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

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

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*****Certificates of Insurance***

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

***Endorsement Forms***

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

INS-A.doc



**ACORD CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

**PRODUCER**

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

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY  
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY  
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> [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	<b>AUTOMOBILE LIABILITY</b> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> 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](mailto: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

**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

**TYPE OF INSURANCE**

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

Attention: Insurance Compliance

Reference No. \_\_\_\_\_

P.O. Box 100085 - OX

Molokai, GA 30096

E-mail: [cityofoxnard@ebix.com](mailto:cityofoxnard@ebix.com)

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 \_\_\_\_\_

**POLICY INFORMATION:**

Insurance Company: \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Period: (from) \_\_\_\_\_ (to) \_\_\_\_\_

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits  
☐ In Addition to Limits

Telephone: \_\_\_\_\_

NAMED INSURED \_\_\_\_\_

☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with an Aggregate of \$ \_\_\_\_\_ applies to  
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or  
tenancy of the named insured under all written agreements and permits in force with  
the City unless checked here ☐ in which case only the following specific agreements  
and permits with the City are covered:

CITY AGREEMENTS/PERMITS \_\_\_\_\_

**TYPE OF INSURANCE**☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER \_\_\_\_\_**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ \_\_\_\_\_ per accident, for bodily injury and property damage.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. \_\_\_\_\_

P.O. Box 100085 - OX

Duluth, GA 30096

Via Email: [cityofoxnard@ebix.com](mailto: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 COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 1**

**DATE:** November 13, 2018

**TO:** City Council  
Successor Agency

**FROM:** Ashley Golden  
Development Services Director

**SUBJECT:** Camino Del Sol Senior Apartments Affordable Housing Payment (10/10/10)

**CONTACT:** Ashley Golden, Development Services Director  
Ashley.Golden@oxnard.org, (805) 385-7882

**RECOMMENDATION:**

1. That the Community Development Commission Successor Agency adopt a resolution entitled "Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency, Approving, and Recommending to its Oversight Board Approval of, (1) the Transfer of a Housing Asset to the City of Oxnard, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Transfer of the Housing Asset;" and
2. That the City Council adopt a resolution entitled "Resolution of the City Council of the City of Oxnard, California, in its Capacity as the Successor Housing Entity to the Oxnard Community Development Commission, Approving (1) the Acceptance of a Housing Asset from the Oxnard Community Development Commission Successor Agency, Pursuant to the Provisions of the Dissolution Law, and (2) Related Actions to Effectuate the Acceptance of the Housing Asset."

**BACKGROUND**

On December 3, 2002, the City Council approved the Camino Del Sol Senior Apartments project (the "Project"). Because every unit of the Project is required to be rent and income restricted for a period of 55 years, the Project is exempt from the payment of property taxes. In connection with the approval of the Project, the housing operator was required to pay the Oxnard Community Development Commission (the "CDC") a payment in lieu of taxes (a "PILOT Fee"). The total amount of the PILOT Fee for the Project was determined to be \$1,514,213. This

## Camino Del Sol Senior Apartments Affordable Housing Payment (10/10/10)

November 13, 2018

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payment is referred to as the “Affordable Housing Payment”.

The CDC was a redevelopment agency in the City, duly created pursuant to the California Community Redevelopment Law (the “Redevelopment Law”), and was responsible for the administration of redevelopment activities within the City. On June 28, 2011, the Governor of California signed Assembly Bill x1 26 (“AB 26”), making certain changes to the Redevelopment Law. Pursuant to AB 26, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012. The City Council adopted Resolution 14,135 on January 10, 2012, electing for the City to serve as the successor agency to the CDC (the “Successor Agency”). Health and Safety Code Section 34176 permits a city that authorized the creation of a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency. The City Council adopted Resolution 14,136 on January 10, 2012, electing for the City to serve as the successor housing entity to the CDC (the “Successor Housing Entity”). AB 26 has since been amended by various assembly and senate bills enacted by the California Legislature and signed by the Governor (AB 26, as amended, is hereinafter referred to as the “Dissolution Law”).

Health and Safety Code Section 34179 establishes a 7-member entity with respect to all the successor agencies in Ventura County (the “Oversight Board”). Health and Safety Code Section 34181 authorizes the Oversight Board to direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency (such as the CDC). Pursuant to Health and Safety Code Section 34176(a)(1), all housing assets should be transferred to the Successor Housing Entity.

On August 1, 2012, the Successor Agency submitted for approval to the California Department of Finance (the “DOF”) a list of all known housing assets (the “HAT List”) to be transferred to the Successor Housing Entity. The DOF approved the 2012 HAT List. The Affordable Housing Payment from the Camino del Sol Senior Apartments was not included on the HAT List, as Successor Agency staff was not certain whether the Affordable Housing Payment constituted a housing asset because funding for the Project had come from the City, not from the CDC.

Subsequently, on January 1, 2013, Assembly Bill No. 1484 took effect, expanding the Dissolution Law’s definition of a housing asset. As a result, the term housing asset is defined in Health and Safety Code Section 34176(e) and includes, in part, any funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties that were financed with any source of funds, and other payments from housing operators of low- and moderate-income housing financed with any source of funds that are used to maintain, operate and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing. The Affordable Housing Payment qualifies as a housing asset under California Health and Safety Code Section 34176(e).

On July 5, 2017, the Successor Agency received the \$1,514,213 Affordable Housing Payment from the Camino del Sol Senior Apartment project and is holding such funds in trust. Staff recommends that the Successor Agency adopt the attached resolution (Attachment #1), to

Camino Del Sol Senior Apartments Affordable Housing Payment (10/10/10)

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transfer the Affordable Housing Payment to the Successor Housing Entity as a housing asset in accordance with the Dissolution Law. Likewise, staff recommends that the City (Successor Housing Entity) should adopt the attached resolution (Attachment #2) to accept the Affordable Housing Payment from the Successor Agency as a housing asset in accordance with the Dissolution Law. Adoption of these resolutions allows the Successor Housing Entity to retain the \$1,514,213 Affordable Housing Payment affordable housing purposes.

## **CEQA**

The activity proposed for approval by these resolutions has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

Following approval by the Successor Agency, the City, the Oversight Board and the DOF, the \$1,514,213 Affordable Housing Payment would be transferred to the Successor Housing Entity for affordable housing purposes. If no such approval is obtained, then the \$1,514,213 Affordable Housing Payment would be transferred to the County of Ventura for distribution to the other taxing entities, the City’s share of which would be approximately 19%.

*Prepared by: Adam Smith, Project Manager.*

## **ATTACHMENTS:**

Attachment A: Successor Agency Resolution

Attachment B: City Resolution

## RESOLUTION NO. \_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF THE TRANSFER OF A HOUSING ASSET TO THE CITY OF OXNARD, IN ITS CAPACITY AS THE SUCCESSOR HOUSING ENTITY TO THE OXNARD COMMUNITY DEVELOPMENT COMMISSION, PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW, AND RELATED ACTIONS TO EFFECTUATE THE TRANSFER OF THE HOUSING ASSET**

**WHEREAS**, the Oxnard Community Development Commission (the “**CDC**”) was a redevelopment agency in the City of Oxnard (the “**City**”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code) (the “**Redevelopment Law**”); and

**WHEREAS**, the CDC was responsible for the administration of redevelopment activities within the City; and

**WHEREAS**, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“**AB 26**”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“**Part 1.85**”) to Division 24 of the Health and Safety Code; and

**WHEREAS**, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the CDC upon the dissolution of the CDC under AB 26 (the “**Successor Agency**”); and

**WHEREAS**, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26 and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

**WHEREAS**, Health and Safety Code Section 34176 permits a city that authorized the creation of a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency; and

**WHEREAS**, the City Council of the City adopted Resolution 14,136 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor housing entity to the CDC upon the dissolution of the CDC under AB 26 (the “**Successor Housing Entity**”); and

**WHEREAS**, AB 26 has since been amended by various assembly and senate bills enacted by the California Legislature and signed by the Governor (AB 26, as amended, is hereinafter referred to as the “**Dissolution Law**”); and

**WHEREAS**, Health and Safety Code Section 34179 of the Dissolution Law establishes a 7-member entity with respect to all the successor agencies in Ventura County, and such entity is titled the “oversight board”. The oversight board has been established for Ventura County (hereinafter referred to as the “**Oversight Board**”), and all 7 members have been appointed to the Oversight Board pursuant to Health and Safety Code Section 34179 of the Dissolution Law. The duties and responsibilities of the Oversight Board are primarily set forth in Health and Safety Code Sections 34179 through 34181 of the Dissolution Law; and

**WHEREAS**, Health and Safety Code Section 34181 of the Dissolution Law authorizes the Oversight Board to direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency (such as the CDC); and

**WHEREAS**, pursuant to Health and Safety Code Section 34176(a)(1) of the Dissolution Law, if a city that authorized the creation of a redevelopment agency elects to serve as a housing successor for that redevelopment agency, then all rights, powers, duties, obligations and housing assets shall be transferred to the city as housing successor; and

**WHEREAS**, the term housing asset is defined in Health and Safety Code Section 34176(e) of the Dissolution Law and includes, in part, any funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties that were financed with any source of funds, and other payments from housing operators of low- and moderate-income housing financed with any source of funds that are used to maintain, operate and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing; and

**WHEREAS**, in connection with approval of the Camino Del Sol Senior Apartments project, every unit of which is required to be rent and income restricted for a period of 55 years, the housing operator was required to promise to pay the CDC a total payment amount of \$1,514,213 (the “**Affordable Housing Payment**”); and

**WHEREAS**, the Affordable Housing Payment qualifies as a housing asset under Health and Safety Code Section 34176(e) of the Dissolution Law; and

**WHEREAS**, on July 5, 2017, the Successor Agency received the Affordable Housing Payment and is holding such funds in trust; and

**WHEREAS**, the Successor Agency desires to transfer the Affordable Housing Payment to the Successor Housing Entity as a housing asset in accordance with the Dissolution Law; and

**WHEREAS**, as required by Health and Safety Code Section 34180(j) of the Dissolution Law, the Successor Agency will submit a copy of the proposed Oversight Board resolution to the Ventura County Administrative Officer, the Ventura County Auditor-Controller and the California Department of Finance at the same time that the Successor Agency submits the proposed Oversight Board resolution to the Oversight Board for approval; and



**WHEREAS**, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“**CEQA**”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the “**Guidelines**”), and the City’s environmental evaluation procedures. The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Board of Directors of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency Board has received and heard all oral and written objections to the Successor Agency’s proposed transfer of the Affordable Housing Payment to the Successor Housing Entity, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

Section 3. The Successor Agency Board hereby approves, and recommends to its Oversight Board the approval of, the transfer of the Affordable Housing Payment to the Successor Housing Entity.

Section 4. The Successor Agency hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, to take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 5. The Successor Agency hereby determines that the activity approved by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act

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by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 8. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED**, by the Board of Directors of the Oxnard Community Development Commission Successor Agency at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Tim Flynn, Executive Director

ATTEST:

\_\_\_\_\_  
Michelle Ascencion, Secretary

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

\_\_\_\_\_  
Todd C. Mooney, Senior Counsel

## RESOLUTION NO. \_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, IN ITS CAPACITY AS THE SUCCESSOR HOUSING ENTITY TO THE OXNARD COMMUNITY DEVELOPMENT COMMISSION, APPROVING THE ACCEPTANCE OF A HOUSING ASSET FROM THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW, AND RELATED ACTIONS TO EFFECTUATE THE ACCEPTANCE OF THE HOUSING ASSET**

**WHEREAS**, the Oxnard Community Development Commission (the “**CDC**”) was a redevelopment agency in the City of Oxnard (the “**City**”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code) (the “**Redevelopment Law**”); and

**WHEREAS**, the CDC was responsible for the administration of redevelopment activities within the City; and

**WHEREAS**, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“**AB 26**”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“**Part 1.85**”) to Division 24 of the Health and Safety Code; and

**WHEREAS**, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the CDC upon the dissolution of the CDC under AB 26 (the “**Successor Agency**”); and

**WHEREAS**, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26 and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

**WHEREAS**, Health and Safety Code Section 34176 permits a city that authorized the creation of a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency; and

**WHEREAS**, the City Council of the City adopted Resolution 14,136 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor housing entity to the CDC upon the dissolution of the CDC under AB 26 (the “**Successor Housing Entity**”); and

**WHEREAS**, AB 26 has since been amended by various assembly and senate bills enacted by the California Legislature and signed by the Governor (AB 26, as amended, is hereinafter referred to as the “**Dissolution Law**”); and

**WHEREAS**, Health and Safety Code Section 34179 of the Dissolution Law establishes a 7-member entity with respect to all the successor agencies in Ventura County, and such entity is titled the “oversight board”. The oversight board has been established for Ventura County (hereinafter referred to as the “**Oversight Board**”), and all 7 members have been appointed to the Oversight Board pursuant to Health and Safety Code Section 34179 of the Dissolution Law. The duties and responsibilities of the Oversight Board are primarily set forth in Health and Safety Code Sections 34179 through 34181 of the Dissolution Law; and

**WHEREAS**, Health and Safety Code Section 34181 of the Dissolution Law authorizes the Oversight Board to direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency (such as the CDC); and

**WHEREAS**, pursuant to Health and Safety Code Section 34176(a)(1) of the Dissolution Law, if a city that authorized the creation of a redevelopment agency elects to serve as a housing successor for that redevelopment agency, then all rights, powers, duties, obligations and housing assets shall be transferred to the city as housing successor; and

**WHEREAS**, the term housing asset is defined in Health and Safety Code Section 34176(e) of the Dissolution Law and includes, in part, any funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes by other parties that were financed with any source of funds, and other payments from housing operators of low- and moderate-income housing financed with any source of funds that are used to maintain, operate and enforce the affordability of housing or for enforceable obligations associated with low- and moderate-income housing; and

**WHEREAS**, in connection with approval of the Camino Del Sol Senior Apartments project, every unit of which is required to be rent and income restricted for a period of 55 years, the housing operator was required to promise to pay the CDC a total payment amount of \$1,514,213 (the “**Affordable Housing Payment**”); and

**WHEREAS**, the Affordable Housing Payment qualifies as a housing asset under Health and Safety Code Section 34176(e) of the Dissolution Law; and

**WHEREAS**, on July 5, 2017, the Successor Agency received the Affordable Housing Payment and is holding such funds in trust; and

**WHEREAS**, the Successor Agency desires to transfer the Affordable Housing Payment to the Successor Housing Entity as a housing asset in accordance with the Dissolution Law; and

**WHEREAS**, the Successor Housing Entity desires to accept the Affordable Housing Payment from the Successor Agency as a housing asset in accordance with the Dissolution Law; and

**WHEREAS**, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“**CEQA**”), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the “**Guidelines**”),

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and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Oxnard, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council has received and heard all oral and written objections to the Successor Housing Entity's proposed acceptance of the Affordable Housing Payment from the Successor Agency, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

Section 3. The City Council hereby approves the Successor Housing Entity's acceptance of the Affordable Housing Payment from the Successor Agency.

Section 4. The City Council hereby authorizes and directs the City Manager, or designee, to take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Housing Entity.

Section 5. The City Council hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 6. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Housing Entity of any constitutional, legal or equitable rights that the Successor Housing Entity may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Housing Entity expressly reserves any and all rights, privileges, and defenses available under law and equity.

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Section 8. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Oxnard at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Tim Flynn, Mayor

ATTEST:

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Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN  
Redevelopment Special Counsel

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Todd C. Mooney, Senior Counsel

# City of Oxnard Community & Economic Development Department

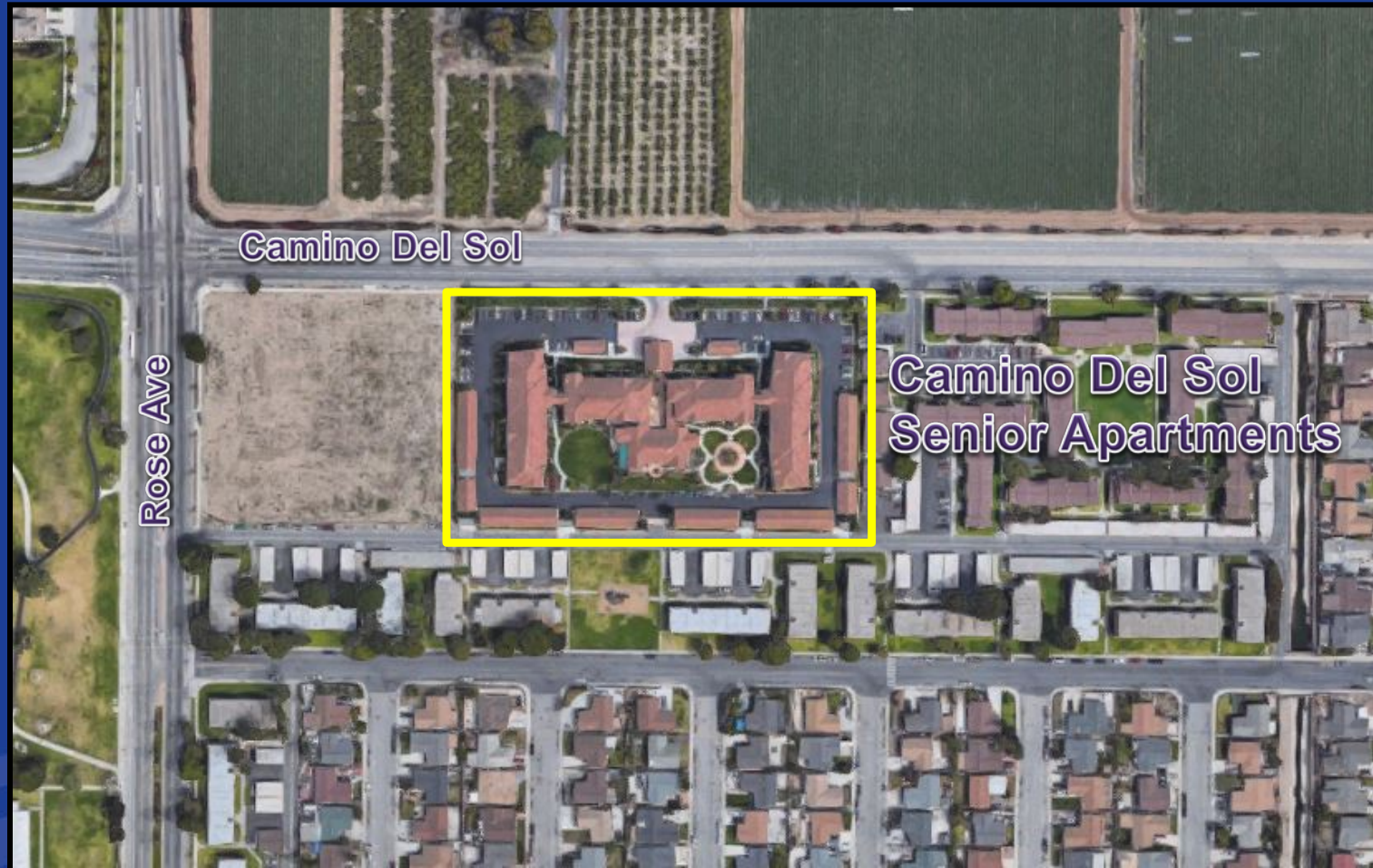
## CAMINO DEL SOL SENIOR APARTMENTS AFFORDABLE HOUSING PAYMENT

Adam Smith  
Project Manager

November 13, 2018



# CAMINO DEL SOL SENIOR APARTMENTS





# BACKGROUND

- On December 3, 2002, the City Council approved the Camino Del Sol Senior Apartments project (“Project”)
- In connection with the approval of the Project, the housing operator was required to pay the Oxnard Community Development Commission (“CDC”) a payment in lieu of taxes (“PILOT Fee”)
- The total amount of the PILOT Fee for the Project was determined to be \$1,514,213



# REDEVELOPMENT IN OXNARD

- The CDC was the redevelopment agency responsible for the administration of redevelopment activities within the City
- On June 28, 2011, the Governor of California signed Assembly Bill x1 26 (“AB 26”) dissolving all California redevelopment agencies, including the CDC
- California Health and Safety Code Section 34176 permits a city that authorized the creation of a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency
- The City Council adopted Resolution 14,136 on January 10, 2012, electing for the City to serve as the successor housing entity to the CDC

# BACKGROUND



- Pursuant to California Health and Safety Code Section 34176(a)(1), all housing assets should be transferred to the Successor Housing Entity
- On August 1, 2012, the Successor Agency received approval from the California Department of Finance (“DOF”) to transfer all known housing assets to the Successor Housing Entity

# BACKGROUND

- The Affordable Housing Payment qualifies as a housing asset under California Health and Safety Code Section 34176(e)
- On July 5, 2017, the Successor Agency received the Affordable Housing Payment and is holding such funds in trust.
- Staff recommends that the Successor Agency and the City adopt the attached resolutions to transfer the \$1,514,213 from the Successor Agency to the Successor Housing entity for affordable housing purposes

# BACKGROUND

- If no such approval is obtained, then the \$1,514,213 Affordable Housing Payment would be transferred to the County of Ventura for distribution to the other taxing entities, the City's share of which would be approximately 19%.





# RECOMMENDATION

- That the CDC SA adopt a resolution to recommended Oversight Board approval of the transfer of a Housing Asset to the City of Oxnard, in its Capacity as the Successor Housing Entity and (2) all related actions to effectuate the transfer of the Housing Asset
- That the City Council adopt a resolution accepting (1) the Housing Asset from the CDC SA and (2) all related actions to effectuate the acceptance of the Housing Asset



# QUESTIONS



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 2**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Darwin Base  
Fire Chief

**SUBJECT:** Oxnard Fire Department Advanced Life Support Services (5/5/5)

**CONTACT:** Darwin Base, Fire Chief  
Darwin.Base@oxnard.org, (805) 385-7700

**RECOMMENDATION:**

That City Council adopt a resolution approving a paramedic differential for those Firefighters who are assigned to work as paramedics in the Advanced Life Support Program.

**BACKGROUND**

On July 10, 2018 Council approved the City to participate in the Ventura County Advanced Life Support program (ALS). Within the item there was discussion about the ALS program, a contract for a Medical Director, and a description of the incentive pay for employees to become accredited as Level II Paramedics.

Since that item was approved, the City has been moving forward with the implementation of the program which was schedule to begin on November 17, 2018. As we have been finalizing details it came to our attention that the item from July 10, 2018 was missing the Resolution needed to enact the incentive pay differential for employees who are licensed paramedics assigned to the ALS team.

The City met and conferred with the International Association of Firefighters (IAFF), who is the designated representative of the City's Firefighters. It was agreed that a 15% differential will be paid to those employees who are the primary paramedic on duty during each shift of which there are three. Employees who are in the paramedic pool, of which there are a total of ten, will receive an 8% differential pay when they are on duty but not the primary paramedic on duty. As



Oxnard ALS Program (5/5/5)  
November 13, 2018  
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stated in the original agenda item which was approved by Council, the cost of this differential is \$90,165.

## **STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 2d. Public safety will collaborate with the business community to promote an

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

## **FINANCIAL IMPACT**

The annual cost of this differential is \$90,165 which is already appropriated in the current fiscal year budget.

*Prepared by Steve Naveau, Director of Human Resources.*

## **ATTACHMENTS:**

Attachment A - Paramedic Differential Resolution

## CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A  
PARAMEDIC DIFFERENTIAL FOR THOSE FIREFIGHTERS WHO ARE ASSIGNED TO  
WORK AS PARAMEDICS IN THE ADVANCED LIFE SUPPORT SYSTEM

WHEREAS, the International Association of Firefighters is the recognized representative for the Oxnard Firefighters within the City of Oxnard; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the International Association of Firefighters concerning the pay differential for the Advanced Life Support Program; and

WHEREAS, the City has previously approved and directed management to participate in the Ventura County Emergency Medical Services Agency Advanced Life Support System, and

WHEREAS, to participate in this program the City must maintain appropriate staffing levels of employees who are licensed paramedics and are compensated appropriately for that level of expertise.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that employees who are licensed paramedics and are assigned to be the primary paramedic on shift shall receive a 15% pay differential while those in the pool who are on shift but not primary shall be paid an 8% differential and that only 10 employees may receive this pay at any given time.

PASSED AND ADOPTED this 13<sup>th</sup> day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Ascencion, City Clerk

\_\_\_\_\_  
Stephen Fischer, City Attorney



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 3**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Award Agreement for Biosolids Disposal (5/5/5)

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

**RECOMMENDATION:**

That the City Council award and authorize the Mayor to execute Agreement Number A-8103 with Holloway Environmental Solutions LLC in the amount of \$3,900,000 for a three-year period for biosolids disposal services.

**BACKGROUND**

Oxnard's Wastewater Treatment Plant (OWTP), located at 6001 South Perkins Road, provides primary and secondary wastewater treatment. The OWTP currently treats approximately 20 million gallons of wastewater per day (mgd). The OWTP is a full wastewater secondary treatment facility.

As part of the wastewater treatment process, biosolids are generated from the primary and secondary treatment processes. Biosolids collected at the OWTP's primary clarifiers and secondary sedimentation tanks are processed at the digester facility in order to break down volatile organic materials. The digested biosolids are dewatered before being disposed at the Toland Landfill. The OWTP generates an average of 88 wet tons per day (WTPD) of biosolids with occasional peaks of 97 WTPD.

On May 10, 2018, the City issued a request for bids (RFB) for hauling and disposal of biosolids. The RFP was advertised in the Vida and Ventura County Star newspapers, online Public Purchase and on the City's website. Bids were closed on June 4, 2018.

## Award Agreement for Biosolids Disposal (5/5/5)

November 13, 2018

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The City received four (4) bids. These bids are summarized below.

1. Holloway Environmental Solutions LLC
  - a. Unit bid price (\$/wet tons of biosolids): \$47.00
  - b. Biosolids Processing/Disposal Site Location: 14045 Holloway Road, Lost Hills, CA
2. Synagro - WWT, Inc.
  - a. Unit bid price (\$/wet tons of biosolids): \$52.79
  - b. Biosolids Processing/Disposal Site Location: 2653 Santiago Road, Taft, CA
3. Liberty Composting, Inc.
  - a. Unit bid price (\$/wet tons of biosolids): \$57.59
  - b. Biosolids Processing/Disposal Site Location: 12421 Holloway Road, Lost Hills, CA
4. ECO Compliance
  - a. Unit bid price (\$/wet tons of biosolids): \$89.00
  - b. Biosolids Processing/Disposal Site Location: 2653 Santiago Road, Taft, CA

Based on the review of the bids, Holloway Environmental Solutions, LLC (Holloway) submitted the lowest bid. The Holloway biosolids processing and disposal operation is a class III non-hazardous industrial waste landfill facility. The facility operates under an approved conditional use permit (CUP), approved Waste Discharge Requirements (WDRs) Order No. 97-078, and approved Solid Waste Facility Permit (SWIS 15-AA-0308-010-A) issued by the lead enforcement agency, which is the Kern County Environmental Health Services Division.

The Holloway facility is an open pit gypsum mining company. As a result of mining operations, depleted surface mines or pits are left over from the mining operations. The facility is permitted to accept 2,000 WTPD of biosolids. The current throughput of biosolids to the facility averages 800 WTPD, including biosolids received from the County Sanitation Districts of Los Angeles County, City of Thousand Oaks, Temescal Valley Water District and Centinela State Prison. On June 20, 2018, the City team visited the Holloway facility to meet with key personnel responsible for the biosolids services to observe the overall operation of the site and to review the biosolids handling procedures.

City staff's key observations and findings are summarized as follows:

- Holloway maintains two (2) certified truck scales at the entrance to the site. These scales, which are regularly calibrated, are used to accurately quantify and record the actual tonnage of biosolids delivered for each truck.

## Award Agreement for Biosolids Disposal (5/5/5)

November 13, 2018

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- Trucks deliver imported biosolids to designated areas within each approved pit. The material is placed on the pit floor in windrows, which are gathered and spread by loaders and then buried with a soil layer.
- Holloway maintains a truck washing station at the site and requires that all trucks leaving the landfill be washed to remove all mud and/or biosolids.
- Holloway maintains and staffs an onsite maintenance shop for routine maintenance and repairs of heavy equipment, truck tractors and trailers.
- Holloway has a comprehensive spill prevention and response plan in place for the Holloway Landfill operation and for the biosolids hauling operation.
- Holloway has contingency plans in place in the event of closures on Interstate 5, which is the primary route for hauling biosolids from the OWTP to the Holloway. In the event of a closure, an alternate route along State Highways No. 14 and No. 58 will be used.

This is a trade services agreement and requires Holloway to pay the City's living wage rate to its employees involved in providing services to the City.

The City is in the process of developing a biosolids management plan. The biosolids management plan will focus on long term biosolids reclamation/reuse options.

This agenda item came before the Utilities Task Force on September 6, 2018. The UTF provided the following comments.

- State the terms of the agreement.
- State type of labor requirements for the agreement

The above comments are incorporated in the Agenda Report. The UTF authorized staff to proceed to the City Council with the agreement.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

Funds are budgeted annually in the Wastewater Treatment Account 621-6202-844.82-68 for biosolids disposal. The Holloway bid is \$3/wet ton lower than the current service provider and represents a savings of \$82,368 per year.

*Prepared by Thien Ng, PE, Assistant Public Works Director.*

Award Agreement for Biosolids Disposal (5/5/5)  
November 13, 2018  
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**ATTACHMENTS:**

Attachment A - Trade Services Agreement A-8103

**AGREEMENT FOR TRADE SERVICES  
COVER PAGE**

- (1) Agreement Start Date: 11/1/18
- (2) Vendor: Holloway Environmental Solutions, LLC
- (3) Services: Biosolids hauling from Oxnard Wastewater Treatment Plant to Holloway landfill facility in Lost Hills, Kern County, CA.
- (4) Schedule of Services:
- See Scope of Services Exhibit
- (5) Agreement Ending Date: 10/31/2021
- (6) Total Agreement Amount: \$3,900,000
- (7) City's Project Manager: Thien Ng, Assistant Public Works Director
- (8) Vendor's Project Manager: Jordan Burt, Asst. Operations Manager
- (9) Insurance Coverage: INS-B
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 18(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 18(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
  - ☐ Prevailing wages but not living wage, in which case: Section 18(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 18(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 18, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
  - ☐ Neither living wage nor prevailing wages, in which case Section 18, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- |   |   |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>2019 Westwind Dr.<br/>Bakersfield, CA 93301<br/>Attn: Dan Allen, COO</p> | <p><i>FOR CITY:</i></p> <p>305 W. Third St., 3<sup>rd</sup> Floor<br/>Oxnard, CA 93030<br/>Attn: Burris DeBenning, Management Analyst</p> |
|---|---|
- (12) Contact Emails:
- |   |  |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Jordan Burt, Asst. Ops. Mgr.</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>Thien Ng, P.E., Asst. Public Works Director</p> |
|---|--|

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:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Scope of Services Exhibit</li> <li><input checked="" type="checkbox"/> Rates and Costs Exhibit</li> <li><input checked="" type="checkbox"/> Insurance Exhibit (INS-B)</li> <li><input checked="" type="checkbox"/> Exhibit A – Traffic Schedule</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Living Wage Policy Exhibit</li> <li><input type="checkbox"/> Prevailing Wages Exhibit</li> <li><input checked="" type="checkbox"/> Schedule of Services Exhibit</li> </ul> |
|---|---|



### 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.

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.

a. 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.

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 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.

c. 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 Indemnites 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.

a. 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 \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 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. 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]

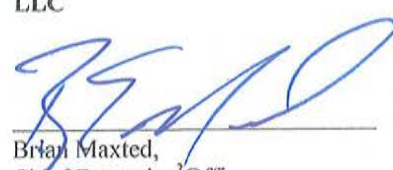


IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.


## CITY OF OXNARD

HOLLOWAY ENVIRONMENTAL SOLUTIONS,  
LLC

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager  
☐ [name], Buyer

 \_\_\_\_\_  
 Brian Maxted,  
 Chief Executive<sup>2</sup> Officer

10/8/2018  
 Date


 \_\_\_\_\_  
 Dan Allen,  
 Chief Operating Officer

10/8/2018  
 Date

ATTEST:

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

APPROVED AS TO FORM:

 FOR 10/4/18  
 Stephen M. Fischer, City  
 Attorney (always required) Date \_\_\_\_\_

<sup>1</sup> The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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.

<sup>2</sup> 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**

Holloway Environmental Solutions, LLC (Vendor) will provide transport and disposal of biosolids from the Oxnard Wastewater Treatment Plant (OWTP) located at 6100 South Perkins Road, Oxnard, CA, to the Vendor's legally permitted disposal or reuse site, The Holloway Landfill in Lost Hills, CA (Landfill), and satisfy the following operational conditions:

1. The City's biosolids shall be processed and disposed of at the Landfill, which is under the exclusive control of the Vendor.
2. The City anticipates that the average daily tonnage of biosolids produced at the OWTP over the term of the subsequent contract with the Vendor will be roughly 88 wet tons per day plus or minus 10%. The wet tonnage of biosolids is based on a dewatered sludge concentration of 15 % total solids.
3. Vendor and City shall cooperate and coordinate with one another in following a mutually agreed upon routine schedule as set forth in the Schedule of Service for the transport of biosolids. The schedule shall provide the Vendor with a routine departure time while keeping pace with OWTP production/generation of biosolids and not exceeding the reserve capacity of the trailers available. Scheduled hauling will occur Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the OWTP and Landfill.
4. Transportation will occur during Landfill Operating Hours in accordance with the OWTP and Landfill Permits. The only on-site OWTP storage of biosolids shall be in the trailers, and no biosolids-loaded trailer shall remain on the OWTP site longer than forty-eight (48) hours unless City provides written approval of an extension of this time limit. City shall be responsible for loading and shuttling biosolids trailers to and from the OWTP loading area. Following disconnection of the empty trailer, Vendor shall connect the filled trailer as designated by City.
5. The City requires that the Vendor shall provide certified scales at the Landfill to accurately account for all biosolids delivered from the OWTP to the Landfill. Weight slips for each trailer load shall be submitted with the monthly bill.
6. At the OWTP, City shall load all biosolids into trailers supplied by Vendor for transportation by Vendor to the Landfill. Vendor shall provide biosolids hauling services required to transport the biosolids delivered under this Agreement from the OWTP to the Landfill. These transportation services shall comply with the following provisions:
  - (a) Vendor shall comply with all traffic scheduling, routing, health, and safety rules and regulations governing traffic to and from the OWTP. The traffic and route schedule is attached hereto and incorporated by reference as *Exhibit A – Traffic Schedule*.
  - (b) Vendor, at its own expense, shall ensure that no materials from other City or non-City routes contaminate or mix with biosolids transported from the OWTP. Vendor shall supply an adequate number of trailers to transport biosolids from the OWTP to the Landfill. No fewer than two (or more if additional commitments are made) trailers will be available on-site at the OWTP at all times to accommodate City solids dewatering schedule. The trailers shall have capacity for a minimum of twenty-two (22) tons and shall meet all California Vehicle Code requirements for weight and load distribution when normally filled from the OWTP's dewatering facility. City shall attempt to load the trailers

reasonably close to, but not over, the capacity of the trailers. Trailers shall be free of any biosolids on the exterior, tightly covered and closed in with a water-tight seal capable of preventing dripping during transportation. City will make available a trailer wash-down area on the OWTP site to allow for cleaning before departure, if necessary.

(c) Vendor agrees to be responsible for inspecting each trailer for roadworthiness as required by California Vehicle Code and shall correct any safety problems before transporting biosolids. All traffic citations or citations for violations of health and safety regulations issued by law enforcement or regulatory agencies shall be the responsibility of the Vendor.

(d) It shall be the responsibility of the Vendor to assure that each transported load meets weight and load distribution requirements before transport. If any load does not meet these requirements, Vendor will notify the City's representative before moving the trailer outside the OWTP and City will coordinate to redistribute the load as required.

7. Vendor's Landfill will have and maintain all necessary environmental and regulatory permits and will remain in good standing with the Environmental Protection Agency, State of California and local agencies that regulate its activities.

8. All related operational permits for disposal/reuse of Class B biosolids at the Landfill shall be kept current by the owners of the Landfill. Vendor will provide this information to the City when requested.

9. The City shall be copied on annual operations reports sent by Vendor to the State, the EPA, the Regional Water Quality Control Board, and local agencies.

**RATES AND COSTS EXHIBIT**

The prices listed hereunder will be valid for the entire three (3) year length of the Agreement.

No.	Estimated daily wet tons	Item	Unit Price (per ton)	Daily Price
1	88	Biosolids Hauling and Disposal	\$47.00	\$4,136.00



**INSURANCE EXHIBIT (INS-B)  
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](mailto: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 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). 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.



<b>ACORD CERTIFICATE OF INSURANCE</b>				ISSUE DATE (MM/DD/YY)	
<b>PRODUCER</b>		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		<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>			
INSURED		COMPANY LETTER <b>A</b> SPECIFY COMPANY NAMES IN THIS SPACE  COMPANY LETTER <b>B</b>			
<b>COVERAGES</b> <small>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</small>					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE      \$1,000,000 PRODUCT'S 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 <input checked="" type="checkbox"/> 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  <b>CITY OF OXNARD</b> <b>Attn: Insurance Compliance</b> <b>Reference No. _____</b> <b>P.O. Box 100085 – OX</b> <b>Duluth, GA 30096</b> <b>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a></b> <b>Via Fax: 678-259-1007</b>			<b>CANCELLATION</b> <small>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.</small>  AUTHORIZED REPRESENTATIVE		

Packet Pg. 132



Agreement No. A-8103

<b>AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")</b>		<b>SUBMIT IN DUPLICATE</b>	
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
<b>PRODUCER</b>   Telephone: _____ <b>NAMED INSURED</b>	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits  <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim (which) _____  <b>APPLICABILITY.</b> 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 <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered:  CITY AGREEMENTS/PERMITS _____		
<b>TYPE OF INSURANCE</b> <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER _____		<b>OTHER PROVISIONS</b>   <b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: ( ) _____	
<b>LIMIT OF LIABILITY</b>  \$ _____ per accident, for bodily injury and property damage.			
<p>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:</p> <ol style="list-style-type: none"> <li><b>INSURED.</b> 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.</li> <li><b>CONTRIBUTION NOT REQUIRED.</b> 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.</li> <li><b>SEVERABILITY OF INTEREST.</b> 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.</li> <li><b>CANCELLATION NOTICE.</b> 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.</li> <li><b>PROVISIONS REGARDING THE INSURED'S DUTIES.</b> 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.</li> <li><b>SCOPE OF COVERAGE.</b> This policy, if primary, affords coverage at least as broad as:           <ol style="list-style-type: none"> <li>Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or</li> <li>If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).</li> </ol> </li> </ol> <p>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.</p>			
<b>ENDORSEMENT HOLDER</b>			
<b>CITY OF OXNARD</b> <b>Attn: Insurance Compliance</b> Reference No. _____ <b>P.O. Box 100085 – OX</b> <b>Duluth, GA 30096</b> <b>Via Email: <a href="mailto:cityofoxnard@ebix.com">cityofoxnard@ebix.com</a></b> <b>Via Fax: 678-259-1007</b>		<b>AUTHORIZED REPRESENTATIVE</b> <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____  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 _____ <div style="text-align: center;">(original signature required)</div>  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 \$15.67 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, 2018**

42. 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 **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

## Schedule of Service

### City of Oxnard Wastewater Treatment Plant Biosolids Hauling Schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	As needed
8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	As needed
10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM		As needed
12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM		As needed

Trailer schedule may change due to digester levels



# Holloway Environmental Solutions, LLC Biosolids Hauling and Disposal Agreement

November 13, 2018

# WASTEWATER TREATMENT PLANT

## Biosolids

- 88 wet tons per day from primary & secondary treatment
- Class B biosolids



# BIOSOLIDS HAULING & DISPOSAL BID PROCESS

- Current contract with Ventura Regional Sanitation District (VRSD): \$50.00/wet ton
- VRSD contract expires: December 31, 2018
- Bid solicitation: May 10, 2018
- Bid opening: June 4, 2018
- Bids:

Contractor	Location	Unit Cost
Holloway Environmental Solutions, LLC	Lost Hills, CA	\$47.00/wet ton
Synagro-WWT, Inc	Taft, CA	\$52.79/wet ton
Liberty Composting, Inc.	Lost Hills, CA	\$57.59/wet ton
ECO Compliance	Taft, CA	\$89.00/wet ton

# LOWEST BIDDER EVALUATION

## Holloway Environmental Solutions, LLC

- ✓ Gypsum mining operation
- ✓ Facility permitted to accept 2,000 wet tons of biosolids per day
- ✓ Currently handle approximately 800 wet tons of biosolids per day
- ✓ Facility equipped to handle wet weather conditions
- ✓ On-site vehicle maintenance facility
- ✓ Truck washing station
- ✓ Customers: City of Thousand Oaks, Los Angeles County Sanitation District, Temescal Valley Water District, Centinela State Prison

City conducted site visit and evaluation





# LONG TERM BIOSOLIDS SOLUTIONS

Develop a biosolids management program:

- ✓ Produce Class A biosolids (pasteurization)
- ✓ Biosolids Composting
- ✓ Soil amendment for agricultural & landscape applications

# RECOMMENDATION

That City Council approve and authorize Mayor to execute Agreement Number A-8103 with Holloway Environmental Solutions, LLC in the amount of \$3,900,000 for a 3-year period for biosolids hauling and disposal services.

# Questions?



**CITY COUNCIL  
AGENDA REPORT**

**TYPE OF ITEM: Report**  
**AGENDA ITEM NO.: 4**

**DATE:** November 13, 2018

**TO:** City Council

**FROM:** Rosemarie Gaglione  
Public Works Director

**SUBJECT:** Approval of First Amendment to Agreement for Ongoing Water Quality Sampling, a Nutrient Study, and a Long-Term Water Quality Plan at the Channel Islands Harbor (5/5/5)

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

**RECOMMENDATION:**

That the City Council:

1. Approve and authorize the Mayor to execute the First Amendment to Agreement No. A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of \$306,045 for ongoing services relating to the Channel Islands Harbor water quality issue; and
2. Authorize a budget appropriation totaling \$315,806, as follows - General Fund (\$27,500), Waterways Zone 1 (\$153,200), Waterways Zone 2 (\$25,069), Seabridge CFD (\$36,913) and Westport CFD (\$36,211) - to fund the First Amendment to Agreement No. A-8093 and transferring funds from Project Z43801 – Seabridge Waterways TR5266 into Fund 173 (\$36,913).

**BACKGROUND**

In June 2018, the Channel Islands Harbor experienced a degradation event, resulting in a discoloration of the water and a small amount of marine life death. The areas most affected were in the back basins between Westport and Seabridge Community Facilities Districts. On July 5, 2018, the City Council approved the Fifth Amendment to Agreement No. A-7620 for \$72,650, to provide for water quality sampling, nutrient analysis, program management and presentations to the public. Those funds have been expended, and the City is ready to proceed with next steps in addressing this issue.

First Amendment to Agreement for Harbor Sampling, a Nutrient Study, and a Long Term Plan  
(5/5/5)  
November 13, 2018  
Page 2

On May 24, 2018, the Public Works Department's Wastewater Division issued a request for proposals (RFP) for water monitoring services to the 13 ELAP-certified laboratories. The RFP was advertised in the Ventura County Star and Vida newspapers, and it was posted on the City's website and the publicpurchase.com website. On July 5, 2018, the City Council awarded Agreement No. A-8093 to Aquatic Bioassay and Consulting laboratories, Inc. in a not to exceed amount of \$453,888 for receiving water monitoring per the Regional Water Quality permit for Oxnard Wastewater Treatment Plant.

This First Amendment to Agreement No. A-8093 will utilize the previous analysis by Aquatic Bioassay to begin the next phase of determining the potential causes, solutions and long term plan to address the water degradation in the Channel Islands Harbor. The amendment's scope of work consists of completing a nutrient study, providing ongoing water sampling and remote sensor maintenance, creating a long-term water monitoring program, completing a hydrology study, participating in several City meetings and producing a final report.

The hydrology study will be covered by the General Fund appropriation. Funding for the remainder of the amendment is split among the neighboring assessment districts based upon the total surface area of the waterways within each district as determined by GIS mapping. See attached map – Attachment C.

<b>District</b>	<b>Percentage Split</b>
Waterways Zone 1	55%
Waterways Zone 2	9%
Seabridge CFD 4	23%
Westport CFD 2	13%

## **STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Objective 5b. Protect ocean and waterways.

## **FINANCIAL IMPACT**

On October 2, 2018, the City Council approved the release of the escrow funds in amount of \$250,000 and interest of \$36,856 as required by the Seabridge Development Agreement to assist with a potential water degradation event and the transfer of the funds to Project Z43801Seabridge Waterway TR5266 Trust Account. At that time, expenditures of \$68,930 were approved of which \$27,152 was designated as the estimated Seabridge CFD portion of this nutrient study. This action will require an additional \$36,913 from Project Z43801 Seabridge

First Amendment to Agreement for Harbor Sampling, a Nutrient Study, and a Long Term Plan  
(5/5/5)  
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escrow fund.

Costs for the First Amendment are allocated as follows:

<b>District</b>	<b>Account Number</b>	<b>Amount</b>
Seabridge CFD 4 (Previously Approved)	173-1606-805-8209	\$27,152
<b>Requested Appropriations:</b>		
General Fund	101-1606-805-8209	\$27,500
Waterways Zone 1	121-1606-805-8209	\$153,200
Waterways Zone 2	121-1606-805-8209	\$25,069
Seabridge CFD 4	173-1606-805-8209	\$36,913
Westport CFD 2	175-1606-805-8209	\$36,211
	<b>TOTAL AMENDMENT</b>	<b>\$306,045</b>

With this recommended appropriation of \$27,500, the unaudited estimated undesignated FY18-19 fund balance of the General Fund (101) is \$17.5 million.

*Prepared by Marsha Eubank, Interim Public Works Administrative Services Manager and Sandra Burkhart, Special Districts Manager*

#### **ATTACHMENTS:**

Attachment A - First Amendment

Attachment B - Budget Appropriation Request

Attachment C - Boundary & Percentage Map Waterways

Attachment D - Agreement A-8093

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

City and Consultant agree as follows:

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

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

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

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

"All services performed pursuant to Exhibit A shall be completed pursuant to the schedules provided in Exhibit B. All services performed pursuant to Exhibit A-2 shall be completed by November 14, 2020. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

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

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

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

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

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

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**

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

☒ Tim Flynn, Mayor<sup>1</sup> \_\_\_\_\_ Date \_\_\_\_\_  
☐ Alexander Nguyen, City Manager  
☐ Lisa Boerner, Purchasing Manager


\_\_\_\_\_  
 Thomas Mikel, President \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Mellody Mikel, Secretary \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

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

## EXHIBIT A-2 SCOPE OF SERVICES

The scope of this work includes three main tasks:

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

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

### Nutrient Sources & Sinks

#### *Sampling Plan*

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

#### *Sediment Nutrients*

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

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

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

#### *Storm Event Sampling*

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

Water samples will be analyzed for: ammonia, nitrate, orthophosphate, total nitrogen and phosphorus. Total and fecal coliforms, and enterococcus bacteria will be measured during the dry weather sampling event only to assess if illegal bilge dumping can be detected.

#### *Program Management*

Includes: data analysis and reporting, program management.

#### **Long-Term Monitoring Plan**

The design and implementation of a long-term monitoring plan will provide a continuing record of the status of water quality with the Harbor and serve as an early warning system for impending or emerging events. The beginnings of the Long-Term Monitoring plan are already underway with manual water quality measurements being collected by City staff on a weekly basis at various locations throughout the Harbor, and the deployment of a remote sensor package to measure dissolved oxygen, chlorophyll, temperature and pH from the docks in the northern channel at Seabridge. In addition, weekly water samples are being collected for chlorophyll and phytoplankton to characterize the types of algae that are present and to determine if nuisance and/or toxin generating species are present. The City is in the process of acquiring four additional sensor packages that will be deployed in the Channel Islands Harbor to improve the spatial understanding of water quality events.

Funding for the Long-Term Monitoring Program includes:

1. Maintenance, repair and replacement of remote sensing equipment, annual factory calibration and deployment equipment.
2. Weekly (during warm weather) and bi-weekly (cold weather) water quality sampling for phytoplankton and chlorophyll.
3. Laboratory analyses for chlorophyll and phytoplankton.
4. Data analysis and reporting

#### **Hydrology Study**

Since the end of March 2018 when the Edison plant pumps were shut down, there has been significant interest in assessing the retention time of Harbor water in the back basins. The water pumped through the power plant, drew water out of the back basins resulting in a net retention time of 2 to 3 days. It was previously estimated that retention times might increase up to 17 days without the pumps in operation. Since the configuration of the back basin has been changed since the original retention study, an updated survey is warranted to properly characterize water flow. This information will identify the movement and residence times of bloom-promoting nutrients in the Harbor and assist engineers in determining the best process for increasing flow through the back basins, should that prove to be a desirable management strategy.

#### **As-Needed Consulting Services**

Services to be provided at hourly rates shown on Exhibit C-2. City shall authorize needed services in writing which may include participation at stakeholder meetings, consultation on community response plans and meetings with City staff.

Agreement No. A-8093

**EXHIBIT C-2**  
**RATES AND COMPENSATION**

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

<b>Position</b>	<b>Hourly Rate</b>
Chief Science Officer	\$ 325
Senior Scientist	\$ 180
AET Analytical Scientist	\$ 130
Senior Biologist	\$ 120
Field Technician	\$ 80

## REQUEST FOR BUDGET APPROPRIATION

Department: Public Works  
 Project/Program  
 Manager: Sandra Burkhart

Date: November 13, 2018  
 Phone: (805) 385-7496

**Reason for Appropriation:**

Appropriate transfer of funds for \$36,913 and a total of \$278,893 to cover the First Amendment to Agreement No. A-8093 not included in the adopted FY 19 budget.

Accounts and DescriptionsAMOUNT**Fund: 541 - CASH DEPOSIT TRUST FUND****Expenditures/Transfer Out****Seabridge Waterway - TR5266 (Project Z43801)**

541-4391-808-8717	Transfers - Out/Transfers to Other Funds	36,913
	Sub-total Expenditures	36,913

<b>Net Change to Fund Balance</b>	<b>(36,913)</b>
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**Fund: 173 - CFD #4 - SEABRIDGE****Revenues/Transfer In**

173-1901-711-7917	Operating Transfer In/Transfers from other Funds	36,913
	Sub-total Revenues	36,913

<b>Net Change to Fund Balance</b>	<b>36,913</b>
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Accounts and DescriptionsAMOUNT**Fund: 101 - GENERAL FUND****Expenditures/Transfers Out**

101-1606-805-8209	Contracts and Services/Svcs-Other Prof/Contract	27,500
	Sub-total Expenditures	27,500

<b>Net Change to Fund Balance</b>	<b>(27,500)</b>
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Accounts and DescriptionsAMOUNT**Fund: 121 - WATERWAYS ZONE 1 AND ZONE 2****Expenditures/Transfers Out**

121-1606-805-8209	Contracts and Services/Svcs-Other Prof/Contract	178,269
	Sub-total Expenditures	178,269

<b>Net Change to Fund Balance</b>	<b>(178,269)</b>
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Accounts and DescriptionsAMOUNT**Fund: 173 - CFD #4 - SEABRIDGE****Expenditures/Transfers Out**

173-1606-805-8209	Contracts and Services/Svcs-Other Prof/Contract	36,913
	Sub-total Expenditures	36,913

<b>Net Change to Fund Balance</b>	<b>(36,913)</b>
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Accounts and DescriptionsAMOUNT**Fund: 175 - CFD #2 - WESTPORT****Expenditures/Transfers Out**

175-1606-805-8209	Contracts and Services/Svcs-Other Prof/Contract	36,211
	Sub-total Expenditures	36,211

Net Change to Fund Balance	(36,211)
Net Appropriation Change	315,806

<b>Approvals</b>	
Department Director	_____
Chief Financial Officer	_____
City Manager	_____



# HARBOR SURFACE AREA BY DISTRICT





Agreement No. A-8093

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this ~~24~~<sup>24</sup> day of July, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A, which is attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Wastewater Division Manager ("Manager"), subject to the direction of the City Manager or Department Manager.



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## 6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

## 7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

## 8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedules provided in Exhibit B. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

## 9. Principal in Charge

Consultant hereby designates Scott Johnson as its principal-in-charge and person responsible for necessary coordination with Manager.

## 10. Permits, Licenses, Certificates

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

## 11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

## 12. Term of Agreement

This Agreement shall begin on July 1, 2018, and expire on June 30, 2019, with the potential for two (2) one-year extensions beginning July 1, 2019, based upon successful completion of the terms of the monitoring program.

## 13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City 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

## Agreement No. A-8093

or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

#### 14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$453,888 for services provided under this Agreement until June 30, 2019 at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

#### 15. Method of Payment

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

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

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## 16. Responsibility for Expenses

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

## 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

## 18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

## 19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services

## Agreement No. A-8093

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

## 20. Confidentiality of Information

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

## 21. Hold Harmless, Indemnity and Defense

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

(1) Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

## Agreement No. A-8093

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(3) To the fullest extent permitted by law. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless 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. 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.

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

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

## 22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

## Agreement No. A-8093

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

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

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

## 23. Independent Contractor

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

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

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

## 24. Consultant Not Agent

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

## 25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

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## 26. Assignability of Agreement

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

## 27. Successors and Assigns

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

## 28. Fair Employment Practices

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

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

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

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

## 29. Force Majeure

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

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## 30. Time of Essence

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

## 31. Covenants and Conditions

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

## 32. Governing Law

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

## 33. Compliance with Laws

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

## 34. Severability

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

## 35. Waiver

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

## 36. Counterparts

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



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## 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, Aquatic Bioassay and Consulting Laboratories, Inc., 29 N. Olive Street, Ventura, CA 93001, Attention: Scott Johnson.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, California 93030, Oxnard, California 93030, Attention: Thien Ng.

## 41. Amendment

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

## Agreement No. A-8093

## 42. Entire Agreement

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

[Signatures on next page]

## Agreement No. A-8093

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

## CITY OF OXNARD

## CONSULTANT

Tim Flynn 9/11/18  
☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) Date  
☐ Alexander Nguyen, City Manager (if agreement is \$25,000.01-\$250,000.00)  
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

Thomas K. Mikel, President Date

Melody A. Mikel, Date  
 Chief Financial Officer

## ATTEST:

Michelle Ascencion 9/11/18  
 Michelle Ascencion, City Clerk Date  
 (if agreement is \$250,000.01 or more)

## APPROVED AS TO FORM:

Stephen M. Fischer 8/16/18  
 Stephen M. Fischer, City Attorney Date  
 (required for any agreement amount)

## APPROVED AS TO CONTENT:

Thien Ng 8/22/18  
 Thien Ng, Project Manager (required Date  
 for any agreement amount)

Rosemarie Gaglione 8/27/18  
 Rosemarie Gaglione, Department Head Date  
 (if agreement is \$25,000.01 or more)

## APPROVED AS TO AMOUNT:

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

## APPROVED AS TO INSURANCE:

Mike More 9/14/18  
 Mike More, Risk Manager (required Date  
 for any agreement amount)

The City requires the following for any contract:

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

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

PLEASE DO NOT  
REMOVE THIS BOX

## Agreement No. A-8093

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

## CITY OF OXNARD

## CONSULTANT

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

Thomas K. Mikel, President

Date

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

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

*Melody A. Mikel*  
Melody A. Mikel  
Chief Financial Officer

Date

7/11/2018

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:

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

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

APPROVED AS TO AMOUNT:

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

APPROVED AS TO INSURANCE:

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

The City requires the following for any contract:

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

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

PLEASE DO NOT  
REMOVE THIS BOX

**EXHIBIT A**  
**SCOPE OF SERVICES**

Consultant shall conduct the following services in accordance with the City of Oxnard Wastewater Treatment Plant National Pollutant Discharge Elimination System (NPDES) Permit (Order No. R4-2013-0094, NPDES No. CA005097, CI No. 2022) Attachment E – Monitoring and Reporting Program (MRP), which is attached hereto and incorporated herein by this reference, and Attachment E1 – May 31, 2018 Regional Water Quality Control Board (Regional Board) approved monitoring changes, which is attached hereto and incorporated herein by this reference.

**Task 1: Receiving Water Monitoring**

Consultant shall provide receiving water monitoring in accordance with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VII, and IX D.2.

**Task 2: 2018 Southern California Bight Regional Monitoring Program (Bight 18) Surveys**

Consultant shall provide Bight 18 surveys in accordance with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VII, IX D.2, and Attachment E1 – May 31, 2018 Regional Board approved monitoring changes.

**Task 3: Outfall and Diffuser Inspection**

Consultant shall provide outfall and diffuser inspection with Oxnard Wastewater Treatment NPDES Permit, Attachment E – Monitoring and Reporting Program Sections I, II, VIII, and IX D.3.

**EXHIBIT B  
SCHEDULE OF SERVICES**

[SEE ATTACHMENT E – MONITORING AND REPORTING PROGRAM]

# EXHIBIT C COMPENSATION RATES

Tasks	Program	Operation	Phase	Task/Analyte	Personnel/Method	Price/Rate	OT Rate	# Samples Hours Days	OT Hours	Events/Yr	Cost	OT Cost	Sub-Total	Operation Total	Task Total		
Task 1	Quarterly WQ  4 Qtr y's @ 3 days - 1 blown out days Same as NPDES permitt. except no NH3. back at 2 transects Drop NH3, reduce back to 2 transects, 3 depths	Field	Sampling	Personnel (CTD calibration)	Senior Biologist	\$ 105	\$ 158	8		4	\$ 3,360	\$					
				Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8		14	\$ 12,760	\$ 4,410					
				Personnel (ship time)	Field Technician	\$ 75	\$ 113	8		14	\$ 8,400	\$ 3,150					
				Equipment	Boat	\$ 2,400		1		14	\$ 33,600						
				Equipment	Materials and supplies	\$ 6,000				1	\$ 6,000						
				Equipment	CTD + pressure sensors	\$ 2,650		1		4	\$ 10,600		\$ 81,260	\$ 81,260			
	Quarterly Pteropod Sampling 6 sites per quarter  2018 and 2019 = 2 years	Field	Sampling	Personnel (mobilization)	Senior Biologist	\$ 105	\$ 158	4		4	\$ 1,680	\$					
				Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8		3	8	\$ 6,720	\$ 3,780				
				Personnel (ship time)	Field Technician	\$ 75	\$ 113	8		3	8	\$ 4,800	\$ 2,700				
				Equipment	Boat	\$ 2,400		1		8	\$ 19,200						
				Equipment	Materials, supplies, shipping	\$ 4,338				1	\$ 4,338						
				Equipment	CTD	\$ 2,650		1		0	\$		\$ 43,218	\$ 43,218			
	HABs Mussel Arrays 2 events per month for 4 months = 8 days	Field	Sampling	Personnel (mobilization)	Senior Biologist	\$ 105	\$ 158	2		8	\$ 1,680	\$					
				Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8		2	8	\$ 6,720	\$ 2,520				
				Personnel (ship time)	Field Technician	\$ 75	\$ 113	8		2	8	\$ 4,800	\$ 1,800				
				Equipment	Boat	\$ 2,400		1		8	\$ 19,200						
				Equipment	Materials, supplies, shipping	\$ 4,338				1	\$ 4,338						
				Equipment	CTD	\$ 2,650		1		0	\$		\$ 41,058	\$ 41,058			
Lab		Micro and Chemistry	Bacteria (reduce 2 transects)	Multiple Tube	\$ 159		36		4	\$ 22,913							
			Ammonia (PHYSIS) (DROP)		\$ 69				4	\$							
			pH & alkalinity (Dixon Labs)		\$ 132		6		4	\$ 5,168							
			Shipping and handling		\$ 160			4	\$ 639		\$ 26,720	\$ 26,720					
Management	Data Management	Personnel	Senior Biologist	\$ 105		16		4	\$ 6,720		\$ 6,720						
Management	Qrtly Reports	Personnel	Senior Biologist	\$ 105		8		4	\$ 3,360		\$ 3,360						
Management	Data Analysis	Personnel	Senior Biologist	\$ 105		8		8	\$ 6,720								
Management	Annual Report	Personnel	Senior Scientist	\$ 150		8		3	\$ 3,600								
			Senior Biologist	\$ 105		8		3	\$ 2,520		\$ 6,120						
Management	Program Management	Personnel	Senior Scientist	\$ 150		8		4	\$ 4,800		\$ 4,800						
Management	Regional Monitoring & Meetings	Water Quality HABs and OA	Senior Scientist	\$ 150	\$ 225	8	1	2	\$ 2,400	\$ 900	\$ 3,300						
		CTD User Group	Senior Biologist	\$ 105	\$ 158	8	1	2	\$ 2,560	\$ 630	\$ 2,310	\$ 26,610	\$ 218,886				
Task 2	Benthic Sediments Monitoring Sediment Collections @ 29 sites Trawls @ 24 sites includes Domoic Acid Sediment Sampling includes Calculation of Trawled organisms	Field	Sediment Sampling	Personnel (mobilization)	Senior Biologist	\$ 105		2		11	\$ 2,310						
				Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8		4	11	\$ 9,240	\$ 6,930				
				Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8		4	11	\$ 9,240	\$ 6,930				
				Personnel (ship time)	Biologist	\$ 95	\$ 143	8		4	11	\$ 8,360	\$ 6,270				
				Personnel (ship time)	Field Technician	\$ 75	\$ 113	8		4	11	\$ 6,600	\$ 4,950				
				Equipment	Boat	\$ 2,400				11	\$ 26,400						
				Equipment	Van veen, nets, preservatives	\$ 8,000				1	\$ 8,000		\$ 95,230	\$ 95,230			
	Benthic Infauna Taxonomy = 18 sites	Lab	Infauna Analysis	Sorting	Laboratory Technician	\$ 450		18		1	\$ 8,100						
				Identification	Taxonomist	\$ 1,188		18		1	\$ 21,375		\$ 29,475				
		Lab	Sediment Chemistry	Dissolved Sulfides	Plumb. 1981/TERL	\$ 53		0		1	\$						
				Percent Solids	SM 2540B	\$ 30		0		1	\$						
				Trace Mercury	EPA 245.7	\$ 50		0		1	\$						
				Trace Metals	EPA 6020	\$ 195		0		1	\$						
				Organochlorine Pesticides & PCB Cc	EPA 8270C	\$ 270		29		1	\$ 7,830						
				Polynuclear Aromatic Hydrocarbons	EPA 8270C	\$ 294		29		1	\$ 8,516						
				Grain Size	ASTM	\$ 85		0		1	\$						
				Total Kjeldahl Nitrogen	EPA 352.2	\$ 50		0		1	\$						
	Total Organic Carbon			SM 5310 B	\$ 75		0		1	\$							
	Total Cyanide			EPA 9014	\$ 55		0		1	\$							
	Acid Extractable Compounds			EPA 8270C	\$ 175		0		1	\$							
Toxaphene	NCL-GCMS			\$ 55		0		1	\$		\$ 16,356						
Sediment Toxicity, Mytilus sp. @ 18 sites	Lab			Sediment Toxicity	10 day Eohaustorius	\$ 900		0		1	\$		\$				
	Lab	Sediment Toxicity	Mytilus	\$ 1,102		18		1	\$ 19,830		\$ 19,830	\$ 65,631					

# EXHIBIT C COMPENSATION RATES

Tasks	Program	Operation	Phase	Task/Analyte	Personnel/Method	Price/Rate	OT Rate	# Samples	Hours	Days	OT Hours	Events/Yr	Cost	OT Cost	Sub-Total	Operation Total	Task Total
(continued)		Management	Data Management	Personne.	Senior Bio.logist	\$ 105		8			6	\$ 5,040	\$		5,040		
		Management	Data Analysis	Personne.	Senior Biologist	\$ 105		8			5	\$ 4,200					
					Analysts	\$ 80		8			10	\$ 6,400		\$	10,600		
		Management	Annual Report	Personne.	Senior Scientist	\$ 150		8			6	\$ 7,200					
					Senior Biologist	\$ 105		8			6	\$ 5,040		\$	12,240		
		Management	Program Management	Personne.	Senior Scientist	\$ 150		8			6	\$ 7,200		\$	7,200		
		Management	Regional Monitoring	Sediment Quality	Senior Scientist	\$ 150	\$ 225	8	3	2	\$ 1,400	\$ 1,350	\$ 3,750				
				Benthic Infauna	Senior Bio.logist	\$ 105	\$ 158	8	3	1	\$ 840	\$ 473	\$ 1,313				
				Trawling Committee	Senior Biologist	\$ 105	\$ 158	8	2	2	\$ 1,650	\$ 630	\$ 2,310				
				Toxicity	Senior Bio.logist	\$ 105	\$ 158	8	2	2	\$ 1,650	\$ 945	\$ 2,625				
			Field Operations	Senior Bio.logist	\$ 105	\$ 158	8	3	0	\$ -	\$ -	\$ -					
			Trash	Senior Biologist	\$ 105	\$ 158	8	3	2	\$ 1,680	\$ 945	\$ 2,625	\$		47,703	\$	106,564
Task 3	Kelp Bed Monitoring	Management	Central Coast Kelp Consortium	Annual Review Meeting	Senior Scientist	\$ 150		10			1	\$ 1,500					
				Aerial flyover and report		\$ 9,000						\$ 9,000		\$	10,500	\$	10,500
Task 4	Annual Outfall & Diffuser Inspection	Field		Personnel (ship time)	Senior Biologist	\$ 105	\$ 158	8	2	1	\$ 840	\$ 315					
				Personne.	Divers	\$ 130	\$ 195	8	1	3	\$ 3,120	\$ 1,170					
				Equipment	Boat	\$ 2,400				1	\$ 2,400						
				Equipment	Video Equipment	\$ 1,272				1	\$ 1,272						
				Equipment	Dive Equipment	\$ 1,602				1	\$ 1,602		\$		10,719	\$	10,719
		Lab	Video and Written Report	Personne.	Senior Scientist	\$ 150		8		1	\$ 1,200						
				Personne.	Senior Biologist	\$ 105		8		2	\$ 1,650		\$		2,850	\$	2,850
		Management	Annual Report	Personne.	Senior Biologist	\$ 105		8		1	\$ 840		\$		840		
		Management	Program Management	Personne.	Senior Scientist	\$ 150		10		1	\$ 1,500		\$		1,500	\$	15,939
																	\$ 451,888

\$ 451,888



City of Oxnard  
Oxnard Wastewater  
Treatment Plant

NPDES PERMIT NO.  
CA0054097  
ORDER NO. R4-2013-0094

Attachment E – Monitoring and Reporting Program

CITY OF OXNARD  
OXNARD WASTEWATER TREATMENT PLANT

ORDER NO R4-2013-0094  
NPDES NO. CA0084097

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

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## ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP), CI-2022

Title 40 of the Code of Federal Regulations (40 CFR) part 122.48 requires that all NPDES permits specify monitoring and reporting requirements. CWC sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. This MRP establishes monitoring and reporting requirements, which implement the federal and California law and regulations.

### I. GENERAL MONITORING PROVISIONS

#### A. Principles, Framework, and Design of Monitoring Program

1. NPDES compliance monitoring focuses on the effects of a specific point source discharge. Generally, it is not designed to assess impacts from other sources of pollution (e.g., nonpoint source runoff, aerial fallout) or to evaluate the current status of important ecological resources in the waterbody. The scale of existing compliance monitoring programs does not match the spatial and, to some extent, temporal boundaries of the important physical and biological processes in the ocean. In addition, the spatial coverage provided by compliance monitoring programs is less than ten percent of the nearshore ocean environment. Better technical information is needed about status and trends in ocean waters to guide management and regulatory decisions, to verify the effectiveness of existing programs, and to shape policy on marine environmental protection.
2. The Regional Water Board and the United States Environmental Protection Agency (USEPA), working with other groups, have developed a comprehensive basis for effluent and receiving water monitoring appropriate to large publicly owned treatment works (POTWs) discharging to waters of the Southern California Bight. This effort has culminated in the publication by the Southern California Coastal Water Research Project (SCCWRP) of the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Welsberg. 2001. *Model Monitoring Program for Large Ocean Dischargers in Southern California*. SCCWRP Tech. Rep #367. Southern California Coastal Water Research Project, Westminster, CA. 101 pp.). This guidance provides the principles, framework and recommended design for effluent and receiving water monitoring elements that have guided development of the monitoring program described below.
3. The conceptual framework for the Model Monitoring Program has three components that comprise a range of spatial and temporal scales: (1) core monitoring; (2) regional monitoring, and (3) special studies.
  - a. Core monitoring is local in nature and focused on monitoring trends in quality and effects of the point source discharge. This includes effluent monitoring as well as some aspects of receiving water monitoring. In the monitoring program described below these core components are typically referred to as local monitoring.
  - b. Regional monitoring is focused on questions that are best answered by a region-wide approach that incorporates coordinated survey design and sampling techniques. The major objective of regional monitoring is to collect information required to assess how safe it is to swim in the ocean, how safe it is to eat seafood from the ocean, and whether the marine ecosystem is being protected. Key components of regional monitoring include elements to address pollutant mass emission estimations, public health concerns, monitoring of trends in natural resources, assessment of regional impacts from all

Attachment E – MRP (Adopted Order: June 6, 2013)

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

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

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

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

- 4. In an attempt to bridge the foregoing gap in information, this monitoring program for the City of Oxnard is comprised of requirements to demonstrate compliance with the conditions of the NPDES permit, ensure compliance with state water quality standards, and mandate participation in regional monitoring and/or area-wide studies.
- 5. Discharger participation in regional monitoring programs is required as a condition of this permit. The Discharger shall complete collection and analysis of samples in accordance with the schedule established by the Steering Committee directing the bight-wide regional monitoring surveys. The level of participation shall be similar to that provided by the Discharger in previous regional surveys conducted in 1984, 1998, 2003 and 2008. The regional programs which must be conducted under this permit include:
  - a. Future Southern California Bight regional surveys, including benthic infauna, sediment chemistry, fish communities and fish predator risk;
  - b. Central Region Kelp Monitoring Program – coordinated by the Regional Water Board; and,
  - c. Central Bight Water Quality Cooperative Program – coordinated monitoring conducted by the Orange County Sanitation District, County Sanitation Districts of Los Angeles County, the City of Los Angeles and the City of Oxnard through appropriate agencies for water quality monitoring.

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#### 6. Future Southern California Bight Regional Surveys

Regular regional monitoring for the Southern California Bight has been established, occurring at four- to five-year intervals, and coordinated through SCCWRP with discharger agencies and numerous other entities. The fourth regional monitoring program (Bight '08) took place during 2008 and 2009. The fifth regional monitoring program is expected to begin during 2013. While participation in regional programs is required under this Order, revisions to the Discharger's monitoring program at the direction of the Regional Water Board may be necessary to accomplish the goals of regional monitoring or to allow the performance of special studies to investigate regional or site-specific water issues of concern. These revisions may include a reduction or increase in the number of parameters to be monitored, the frequency of monitoring, or the number and size of samples to be collected. Such changes may be authorized by the Executive Officer upon written notification to the Discharger.

#### 7. Central Region Kelp Monitoring Program

The Regional Water Board has helped to establish the Central Region Kelp Survey Consortium to conduct regional kelp bed monitoring. This program is designed to require ocean dischargers in the Regional Water Board's jurisdiction to undertake a collaborative program (which may include participation by Orange County ocean dischargers) to monitor kelp beds in the Southern California Bight, patterned after the successful program implemented by the San Diego Regional Water Board since 1985. Data collected in this regional survey will be used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey will allow the status of beds local to specific dischargers to be compared to regional trends. The regional kelp monitoring survey was initiated during 2003.

The regional survey will consist primarily of quarterly aerial overflights to assess the size and health of existing kelp beds. The Discharger shall participate in the management and technical committee's responsibility for the final survey design and shall provide appropriate financial support to help fund the survey (share base) on the number of participants in the study, but not to exceed a maximum of \$10,000 per year.

- B. All samples shall be representative of the waste discharge under conditions of peak load. Quarterly effluent analyses shall be performed during the months of February, May, August, and November. Semiannual analyses shall be performed during the months of February and August. Annual analyses shall be performed during the month of August. Should there be instances when monitoring could not be done during these specified months, the Discharger must notify the Regional Water Board, state the reason why monitoring could not be conducted, and obtain approval from the Executive Officer for an alternate schedule. Results of quarterly, semiannual, and annual analyses shall be reported in the monthly monitoring report following the analyses.
- C. Pollutants shall be analyzed using the analytical methods described in 40 CFR parts 136.3, 136.4, and 136.5; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or the State Water Board. Laboratories analyzing effluent samples and receiving water samples shall be certified by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) or approved by the Executive Officer and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided each time a new certification and/or renewal of the certification is obtained from ELAP.

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- D. Water/wastewater samples must be analyzed within allowable holding time limits as specified in 40 CFR part 136.3. All QA/QC analyses must be run on the same dates that samples are actually analyzed. The Discharger shall retain the QA/QC documentation in its files and make available for inspection and/or submit them when requested by the Regional Water Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the monthly report.
- E. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and to ensure accuracy of measurements, or shall ensure that both equipment activities will be conducted.
- F. For any analyses performed for which no procedure is specified in the USEPA guidelines, or in the MRP, the constituent or parameter analyzed and the method or procedure used must be specified in the monitoring report.
- G. Each monitoring report must affirm in writing that "all analyses were conducted at a laboratory certified for such analyses by the California Department of Public Health or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this Monitoring and Reporting Program."
- H. The monitoring report shall specify the USEPA analytical method used, the Method Detection Limit (MDL), and the Reporting Level (RL) (the applicable minimum level (ML) or reported Minimum Level (RML)) for each pollutant. The MLs are those published by the State Water Board in the 2009 Ocean Plan, Appendix II. The ML represents the lowest quantifiable concentration in a sample, based on the proper application of all method-based analytical procedures and the absence of any matrix interference. When all specific analytical steps are followed and after appropriate application of method specific factors, the ML also represents the lowest standard in the calibration curve for that specific analytical technique. When there is deviation from the method analytical procedures, such as dilution or concentration of samples, other factors may be applied to the ML depending on the sample preparation. The resulting value is the reported ML.
- I. The Discharger shall select the analytical method that provides an ML lower than the permit limit established for a given parameter, unless the Discharger can demonstrate that a particular ML is not attainable, in accordance with procedures set forth in 40 CFR part 136, and obtains approval for a higher ML from the Executive Officer, as provided for in section K. below. If the effluent limitation is lower than all the MLs in Appendix II of the 2009 Ocean Plan, the Discharge must select the method with the lowest ML for compliance purposes. The Discharger shall include in the Annual Summary Report a list of the analytical methods employed for each test.
- J. The Discharger shall instruct its laboratories to establish calibration standards so that the ML (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve. In accordance with section K. below, the Discharger's laboratory may employ a calibration standard lower than the ML in Appendix II of the 2009 Ocean Plan.
- K. In accordance with section III.C.5.b of the 2009 Ocean Plan, the Regional Water Board Executive Officer, in consultation with the State Water Board's Quality Assurance Program Manager, may establish an ML that is not contained in Appendix II of the 2009 Ocean Plan to be included in the discharger's permit in any of the following situations:

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1. When a pollutant under consideration is not listed in Appendix II;
  2. When the discharger and the Regional Water Board agree to include in the permit a test method that is more sensitive than those specified in 40 CFR part 136;
  3. When the discharger agrees to use an ML that is lower than those listed in Appendix II;
  4. When the discharger demonstrates that the calibration standard matrix is sufficiently different from that used to establish the ML in Appendix II and proposes an appropriate ML for the matrix; or,
  5. When the discharger uses a method, which quantification practices are not consistent with the definition of the ML. Examples of such methods are USEPA-approved method 1613 for dioxins, and furans, method 1624 for volatile organic substances, and method 1625 for semi-volatile organic substances. In such cases, the discharger, the Regional Water Board, and the State Water Board shall agree on a lowest quantifiable limit and that limit will substitute for the ML for reporting and compliance determination purposes.
- L. If the Discharger samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) on any influent, effluent, or receiving water constituent more frequently than required by this program using approved analytical methods, the results of those analyses shall be included in the report. These results shall be reflected in the calculation of the average used in demonstrating compliance with average effluent, receiving water, etc., limitations.
- M. The Discharger shall develop and maintain a record of all spills and bypasses of raw or partially treated sewage from its collection system or treatment plant according to the requirements in the WDR section of this Order. This record shall be made available to the Regional Water Board upon request and a spill summary shall be included in the Annual Summary Report.
- N. For all bacteriological analyses, sample dilutions should be performed so the expected range of values is bracketed (for example, with multiple tube fermentation method or membrane filtration method, 2 to 16,000 per 100 ml for total and fecal coliform, at a minimum, and 1 to 1000 per 100 ml for enterococcus). The detection methods used for each analysis shall be reported with the results of the analyses.
1. Detection methods used for coliforms (total and fecal) shall be those presented in Table 1A of 40 CFR part 136, unless alternate methods have been approved in advance by the USEPA pursuant to 40 CFR part 136.
  2. Detection methods used for enterococcus shall be those presented in Table 1A of 40 CFR part 136 or in the USEPA publication EPA 600/4-85/076, Test Methods for Escherichia coli and Enterococci in Water By Membrane Filter Procedure, or any improved method determined by the Regional Water Board to be appropriate.

#### O. Laboratory Certification

Laboratories analyzing monitoring samples shall be certified by the CDPH, in accordance with the provision of CWC section 13176, and must include QA/QC data with their reports.

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## II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

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

Table 1. Monitoring Station Locations

Influent and Effluent Monitoring Stations								
Discharge Point Name	Monitoring Location Name	Monitoring Location Description						
--	INF-001	Sampling stations shall be established at each point of inflow to the sewage treatment plant and shall be located upstream of any in-plant return flows and where representative samples of the influent can be obtained.						
001	EFF-001A	The interim effluent sampling station shall consist of sampling stations at: (1) a location that will represent the secondary-treated effluent before mixing with the brine waste, and (2) a location that will represent the total brine waste discharged to the outfall. The samples collected from (1) and (2) will be combined proportionate to the flow, and shall conduct the required testing analysis on a single, blended sample.						
001	EFF-001B	The effluent sampling station shall be located downstream of any in-plant return flows and after the brine waste produced from the AVPPF has commingled with the final secondary effluent, where representative samples of the effluent can be obtained.						
Receiving Water Column Monitoring Stations								
Station	RWC-4101 RWC-4102 RWC-4103 RWC-4104 RWC-4105 RWC-4106	RWC-4201 RWC-4202 RWC-4203 RWC-4204 RWC-4205 RWC-4206	RWC-4301 RWC-4302 RWC-4303 RWC-4304 RWC-4305 RWC-4306	RWC-4301 RWC-4302 RWC-4303 RWC-4304 RWC-4305 RWC-4306	RWC-4401 RWC-4402 RWC-4403 RWC-4404 RWC-4405 RWC-4406	RWC-4501 RWC-4502 RWC-4503 RWC-4504 RWC-4505 RWC-4506	RWC-4601 RWC-4602 RWC-4603 RWC-4604 RWC-4605 RWC-4606	RWC-4701 RWC-4702 RWC-4703 RWC-4704 RWC-4705 RWC-4706
Latitude	34°03'54.4" 34°02'37.1" 34°01'55.8" 33°59'22.2" 33°57'16.4" 33°54'55.2"	34°08'18.4" 34°05'43.0" 34°04'37.3" 34°02'16.3" 34°00'42.3" 33°57'55.7"	34°09'36.8" 34°06'51.2" 34°05'02.5" 34°04'11.9" 34°03'02.1" 34°00'30.5"	34°07'57.5" 34°07'28.8" 34°05'58.7" 34°04'02.5" 34°04'17.2" 34°03'10.2"	34°13'50.8" 34°12'22.6" 34°10'57.1" 34°09'25.3" 34°07'54.1" 34°06'08.7"	34°15'55.8" 34°15'18.7" 34°14'50.7" 34°13'58.2" 34°12'57.0" 34°11'53.5"	34°23'05.5" 34°22'13.2" 34°22'15.0" 34°21'45.2" 34°20'53.7" 34°19'53.1"	34°27'12.3" 34°26'35.0" 34°25'56.7" 34°24'16.2" 34°23'05.4" 34°23'30.3"
Longitude	118°50'77.3" 118°51'23.5" 118°51'08.5" 118°52'11.3" 118°53'54.6" 118°54'70.6"	119°00'17.5" 119°01'03.6" 119°01'41.3" 119°02'27.3" 119°03'31.4" 119°04'53.2"	119°08'77.4" 119°10'08.0" 119°11'03.1" 119°11'55.6" 119°12'55.9" 119°13'77.6"	119°11'25.6" 119°11'53.5" 119°12'10.0" 119°12'44.9" 119°13'40.5" 119°14'10.3"	119°19'02.0" 119°20'35.1" 119°21'52.7" 119°23'54.3" 119°25'04.3" 119°26'41.1"	119°22'59.3" 119°24'17.5" 119°25'16.1" 119°27'19.6" 119°28'28.5" 119°29'55.5"	119°28'73.0" 119°27'55.0" 119°29'41.5" 119°31'43.3" 119°33'59.7" 119°37'20.7"	119°31'04.1" 119°32'00.9" 119°33'00.1" 119°37'05.9" 119°38'23.9" 119°41'26.7"



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Station	10	12	28	11	12	10	10	10
Depth (m)	49	30	80	30	30	20	11	20
	80	80	149	30	80	20	30	20
	100	100	100	80	100	20	30	20
	480	100	328	134	205	30	30	30
	788	782	625	333	282	81	30	30
Distance from Channel Transsect (m)	24.3	18.0	8.3	0.1	0.1	4.8	10.0	15.4

Receiving Water Benthic Monitoring Stations							
Station	RWS-001	RWS-002	RWS-003	RWS-004	RWS-005	RWS-006	RWS-007
Latitude	34°07'55.01"	34°07'39.58"	34°07'37.21"	34°07'38.52"	34°07'34.20"	34°07'28.00"	34°05'34.15"
Longitude	119°02'54.87"	119°11'45.76"	119°11'42.33"	119°11'41.34"	119°11'36.24"	119°11'25.20"	119°11'32.25"
Depth (m)	16.0	15.0	16.3	15.0	15.3	15.3	15.3
Distance from Channel Transsect (m)	1000	150	18	18	160	500	4000

Receiving Water Trawl Stations			
Station	RWT-001	RWT-002	RWT-003
Latitude	34°07'55.79"	34°07'28.88"	34°05'31.73"
Longitude	119°11'40.42"	119°11'33.32"	119°09'35.22"
Depth (m)	15.5	15.8	15.6
Distance from Channel Transsect (m)	380	380	4000

Ventura County Shoreline Bacteriological Monitoring Stations			
Ventura County ID	Location	Latitude	Longitude
36000	Hollywood Beach, Los Robles St	34°08'45"	119°13'48"
37000	Channel Islands Harbor Beach	34°08'34"	119°13'19"
38000	Silverstrand Beach, San Nicholas Ave	34°08'28"	119°13'31"
39000	Silverstrand Beach, Santa Paula Ave	34°08'09"	119°13'11"
40000	Silverstrand Beach, Sawtell, Ave	34°08'51"	119°12'58"
41000	Port Hueneme Beach Park	34°08'30"	119°11'40"
42000	Ormond Beach, J Street Drain	34°08'20"	119°11'20"
43000	Ormond Beach, Industrial Drain	34°08'08"	119°11'03"
44000	Ormond Beach, Arnold Rd	34°07'11"	119°08'38"

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### III. INFLUENT MONITORING REQUIREMENTS

Influent monitoring is required to:

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

#### A. Monitoring Location INF-001

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

Table 2. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Flow	mgd	Recorder/totalizer	Continuous	<sup>2</sup>
pH	pH units	Grab	Daily	<sup>2</sup>
TSS	mg/L	24-hr composite	Daily	<sup>2</sup>
BOD <sub>5</sub> 20°C	mg/L	24-hr composite	Daily	<sup>2</sup>
Oil and grease	mg/L	Grab <sup>3</sup>	Weekly	<sup>2</sup>
Benzidine	µg/L	24-hr composite	Quarterly	<sup>2</sup>
Heptachlor epoxide	µg/L	24-hr composite	Quarterly	<sup>2</sup>
PCBs	µg/L	24-hr composite	Quarterly	<sup>2</sup>
TCDD equivalents	ng/L	24-hr composite	Quarterly	<sup>2</sup>
Remaining pollutants in Table B of the 2009 Ocean Plan (excluding residual chlorine, acute and chronic toxicity, and ammonia)	µg/L	24-hr composite, or grab, as applicable according to 40 CFR part 136	Semiannually	<sup>2</sup>
Pesticides	µg/L	24-hr composite	Semiannually	<sup>2</sup>

### IV. EFFLUENT MONITORING REQUIREMENTS

Effluent monitoring is required to:

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

<sup>1</sup> When continuous monitoring of flow is required, total daily flow and peak daily flow (24-hr basis) should be reported.

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

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

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- Provide information on wastewater characteristics and flows for use in interpreting water quality and biological data.

**A. Monitoring Location EFF-001A or EFF-001B**

1. The Discharger shall monitor effluent at EFF-001A (interim location) or EFF-001B (upon becoming operable) as follows. If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding ML:

**Table 3. Effluent Monitoring**

Parameter	Units	Sample Type	Sampling Frequency	Required Analytical Test Method
Total waste flow	mgd	Continuous	---	---
Total residual chlorine	mg/L	Continuous	---	2
Turbidity	NTU	Continuous	---	2
Temperature	°C	Grab	---	2
pH	pH unit	Grab	Daily	2
Settleable solids	mL/L	Grab	Daily	2
Suspended solids	mg/L	24-hr composite	Daily	2
Oil and grease	mg/L	Grab	Daily	2
BOD <sub>5</sub> 20°C	mg/L	24-hr composite	Daily	2
Total coliform	MPN/ 100mL or CFU/100ml	Grab	Daily	2
Fecal coliform	MPN/ 100mL or CFU/100ml	Grab	5 times/month	2
Enterococcus	MPN/ 100mL or CFU/100ml	Grab	6 times/month	2
Ammonia nitrogen	mg/L	24-hr composite	Monthly	2
Nitrate nitrogen	mg/L	24-hr composite	Monthly	2
Nitrite nitrogen	mg/L	24-hr composite	Monthly	2
Organic nitrogen	mg/L	24-hr composite	Monthly	2
Chronic toxicity	TUc	24-hr composite	Monthly	2
Benzidine	ng/L	24-hr composite	Quarterly	2
Heptachlor epoxide	ng/L	24-hr composite	Quarterly	2
PCBs	µg/L	24-hr composite	Quarterly	2
TCDD equivalents	pg/L	24-hr composite	Quarterly	2
Remaining pollutants in Table B of the 2009 Ocean Plan (excluding acute toxicity)	µg/L	24-hr composite, or grab, as applicable according to 40 CFR part 136	Semiannually	2
Radioactivity <sup>4</sup>				

<sup>4</sup> Analyze these radiochemicals by the following USEPA methods: method 800.0 for Gross alpha and Gross beta, method 903.0 or 903.1 for Radium-226, method 904.0 for Radium-228, method 906.0 for Tritium, method 905.0 for Strontium-90, and method 908.0 for Uranium. Analysis for combined Radium-226 & 228

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Parameter	Units	Sample Type	Minimum Sampling Frequency	Radioactive Test Method
(Including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium)	pCi/L	24-hr composite	Semiannually	2
Pesticides <sup>a</sup>	µg/L	24-hr composite	Semiannually	2

## V. WHOLE EFFLUENT TOXICITY TESTING REQUIREMENTS

### A. Chronic Toxicity Testing

1. **Methods and test species.** The Discharger shall conduct critical life stage chronic toxicity tests on 24-hour composite, 100 percent effluent samples in accordance with USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine Organisms*, (EPA/600/R-95/136, 1995). Pursuant to the 2008 California Ocean Plan, upon the approval of the Executive Officer of the Regional Water Board, the Discharger may use a second tier organism (e.g., silverside) if first tier organisms (e.g., topsmelt) are not available. However, the Discharger is required to immediately resume the chronic toxicity test using the original testing organism as soon as this organism becomes available.
2. **Frequency**
  - a. **Screening** - The Discharger shall conduct the first chronic toxicity test screening for three consecutive months in 2014. Re-screening is required every 24 months. The Discharger shall re-screen with a marine vertebrate species, a marine invertebrate species, and a marine alga species and continue to monitor with the most sensitive species. If the first suite of re-screening tests demonstrate that the same species is the most sensitive, then the re-screening does not need to include more than one suite of tests. If a different species is the most sensitive or if there is ambiguity, then the Discharger shall proceed with suites of screening tests for a minimum of three, but not to exceed five, suites.
  - b. **Regular toxicity tests** - After the screening period, monitoring shall be conducted monthly using the most sensitive species.
3. **Toxicity Units.** The chronic toxicity of the effluent shall be expressed and reported in Chronic Toxic Units, TU<sub>c</sub>, where,

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

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

<sup>a</sup> shall be conducted only if Gross alpha results for the same sample exceed 15 pCi/L or Beta greater than 50 pCi/L. If Radium-226 & 228 exceeds the stipulated criteria, analyze for Tritium, Strontium-90 and Uranium. Pesticides are, for purposes of this order, those six constituents referred to in 40 CFR part 125.58(p) (Methoxychlor, Dieldrin, Guthion, Malathion, Mirex, and Permethrin).

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#### B. Quality Assurance

1. Concurrent testing with a reference toxicant shall be conducted. Reference toxicant tests shall be conducted using the same test conditions as the effluent toxicity tests (e.g., same test duration, etc).
2. If either the reference toxicant test or effluent test does not meet all test acceptability criteria (TAC) as specified in the test methods manual (EPA-821-R-02-012 and/or EPA/800/R-95/136), then the Discharger must re-sample and re-test within 14 days.
3. Control and dilution water should be laboratory water, as appropriate, as described in the manual. If the dilution water used is different from the culture water, a second control using culture water shall be used.
4. A series of at least five dilutions and a control shall be tested. The dilution series shall include the instream waste concentration (IWC), and two dilutions above and two below the IWC. The chronic IWC for Discharge Serial No. 001 is 0.01% effluent. (0.01% is the result of 1 divided by 99, which is sum of dilution credit 98 plus 1).
5. Following paragraph 10.2.6.2 of USEPA's chronic freshwater test methods manual (EPA/821/R-02/013, 2002, as specified in CFR part 136), the Discharger shall review the concentration-response relationship for each multi-concentration test to ensure that calculated test results are interpreted appropriately. All WET test results should be reviewed and reported following *Method Guidance and Recommendations for WET Testing* (EPA/821/B-00-004, 2000).
6. Because this permit requires sublethal hypothesis testing endpoints from the 1995 West Coast marine and estuarine WET test methods manual and the 2002 East Coast marine and estuarine WET test methods manual, within test variability must be reviewed and variability criteria (e.g., Minimum Significance Difference (MSD) bound, Percent, Minimum Significance Difference (PMSD) bounds) must be applied, as specified in the test methods manuals. The calculated MSD (or PMSDs) for both reference toxicant test and effluent toxicity test results must meet the MSD bound (or PMSD bounds) variability criteria specified in the test methods manuals.
7. pH drift during the toxicity test may contribute to artifactual toxicity when pH-dependent toxicants (e.g., ammonia, metals) are present in an effluent. To determine whether or not pH drift during the toxicity test is contributing to artifactual toxicity, the Discharger shall conduct three sets of parallel toxicity tests, in which the pH of one treatment is controlled at the pH of the effluent and the pH of the other treatment is not controlled, as described in section 11.3.6.1 of the test methods manual, *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms* (EPA/821/R-02/013, 2002). Toxicity is confirmed to be artifactual and due to pH drift when no toxicity above the chronic WET permit limit or trigger is observed in the treatments controlled at the pH of the effluent. If toxicity is confirmed to be artifactual and due to pH drift, then following written approval by the permitting authority, the Discharger may use the procedures outlined in section 11.3.6.2 of the test methods manual to control sample pH during the toxicity test.

#### C. Accelerated Monitoring

If the effluent toxicity test result exceeds the limitation, then the Discharger shall immediately implement accelerated toxicity testing that consists of six additional tests, approximately every two

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

1. If all the results of the six additional tests are in compliance with the toxicity limitation, the Discharger may resume regular monthly testing.
2. If the result of any of the six additional tests exceeds the limitation, then the Discharger shall continue to monitor once every two weeks until six consecutive biweekly tests are in compliance. At that time, the Discharger may resume regular monthly testing.
3. If the results of any two of the six tests (any two tests in a 12-week period) exceed the limitation, the Discharger shall initiate a Toxicity Identification Evaluation (TIE) and implement the Initial Investigation Toxicity Reduction Evaluation (TRE) work plan.
4. If implementation of the initial investigation TRE work plan (see Item E below) indicates the source of toxicity (e.g., a temporary plant upset, etc.), then the Discharger shall return to the regular testing frequency.

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

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

1. A description of the investigation and evaluation techniques that will be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.
2. A description of the facility's methods of maximizing in-house treatment efficiency and good housekeeping practices, and a list of all chemicals used in the operation of the facility; and,
3. If a TIE is necessary, an indication of the person who would conduct the TIEs (i.e., an in-house expert or an outside contractor). See MRP section V.E.3 below for guidance manuals.

#### E. Steps in TRE and TIE

1. If results of the implementation of the facility's Initial Investigation TRE work plan indicate the need to continue the TRE/TIE, the Discharger shall expeditiously develop a more detailed TRE work plan for submittal to the Executive Officer within 15 days of completion of the Initial Investigation TRE. The detailed work plan shall include, but not be limited to the following:
  - a. Further actions to investigate and identify the cause of toxicity;
  - b. Actions the Discharger will take to mitigate the impact of the discharge and prevent the recurrence of toxicity; and,
  - c. A schedule for these actions.

Attachment E – MRP (Adopted Order: June 6, 2013)

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2. The following section summarizes the stepwise approach used in conducting the TRE:
  - a. Step 1 includes basic data collection.
  - b. Step 2 evaluates optimization of the treatment system operation, facility housekeeping, and selection and use of in-plant process chemicals.
  - c. If Steps 1 and 2 are unsuccessful, Step 3 implements a TIE and employment of all reasonable efforts using currently available TIE methodologies. The objective of the TIE shall be to identify the substance or combination of substances causing the observed toxicity.
  - d. Assuming successful identification or characterization of the toxicant(s), Step 4 evaluates final effluent treatment options.
  - e. Step 5 evaluates in-plant treatment options.
  - f. Step 6 consists of confirmation once a toxicity control method has been implemented.

Many recommended TRE elements parallel source control, pollution prevention, and storm water control program best management practices (BMPs). To prevent duplication of efforts, evidence of compliance with those requirements may be sufficient to comply with TRE requirements. By requiring the first steps of a TRE to be accelerated testing and review of the facility's TRE work plan, a TRE may be ended in its early stages. All reasonable steps shall be taken to reduce toxicity to the required level. The TRE may be ended at any stage if monitoring indicates there are no longer toxicity violations.

3. The Discharger may initiate a TIE as part of the TRE process to identify the cause(s) of toxicity. The Discharger shall use the USEPA acute manual, chronic manual, EPA/600/R-98-054 (Phase I), EPA/600/R-92/080 (Phase II), and EPA-600/R-92/081 (Phase III), as guidance.
4. If a TRE/TIE is initiated prior to completion of the accelerated testing required in section V.C. of this program, then the accelerated testing schedule may be terminated, or used as necessary in performing the TRE/TIE, as determined by the Executive Officer.
5. The Regional Water Board recognizes that toxicity may be episodic and identification of causes of and reduction of sources of toxicity may not be successful in all cases. Consideration of enforcement action by the Board will be based, in part, on the Discharger's actions and efforts to identify and control or reduce sources of consistent toxicity.

#### F. Ammonia Removal

1. Except with prior approval from the Executive Officer of the Regional Water Board, ammonia shall not be removed from bioassay samples. The Discharger must demonstrate the effluent toxicity is caused by ammonia because of increasing test pH when conducting the toxicity test. It is important to distinguish the potential toxic effects of ammonia from other pH sensitive chemicals, such as certain heavy metals, sulfide, and cyanide. The following may be steps to demonstrate that the toxicity is caused by ammonia and not other toxicants before the Executive Officer would allow for control of pH in the test.

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- a. There is consistent toxicity in the effluent and the maximum pH in the toxicity test is in the range to cause toxicity due to increased pH.
  - b. Chronic ammonia concentrations in the effluent are greater than 4 mg/L total ammonia.
  - c. Conduct graduated pH tests as specified in the TIE methods. For example, mortality should be higher at pH 8 and lower at pH 6.
  - d. Treat the effluent with a zeolite column to remove ammonia. Mortality in the zeolite treated effluent should be lower than the non-zeolite treated effluent. Then add ammonia back to the zeolite-treated samples to confirm toxicity due to ammonia.
2. When it has been demonstrated that toxicity is due to ammonia because of increasing test pH, pH may be controlled using appropriate procedures which do not significantly alter the nature of the effluent, after submitting a written request to the Regional Water Board, and receiving written permission expressing approval from the Executive Officer of the Regional Water Board.

#### G. Reporting

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

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

1. The full report shall be received by the Regional Water Board by the 15<sup>th</sup> day of the second month following sampling.
2. The full report shall consist of (1) the results; (2) the dates of sample collection and initiation of each toxicity test; (3) the toxicity limit.
3. Test results for toxicity tests also shall be reported according to the appropriate manual chapter on Report Preparation and shall be attached to the SMR. Routine reporting shall include the following, at a minimum, as applicable, for each test, as appropriate:
  - a. sample date(s)
  - b. test initiation date
  - c. test species
  - d. end point values for each dilution (e.g. number of young, growth rate, percent survival)
  - e. LC<sub>50</sub> value(s) in percent effluent
  - f. TU<sub>a</sub> value(s)  $\left( TU_a = \frac{100}{LC50} \right)$



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g. NOEC value(s) in percent effluent

h. TL<sub>C</sub> values  $\left( TU_c = \frac{100}{NOEC} \right)$

i. Mean percent mortality (+standard deviation) after 96 hours in 100% effluent (if applicable)

j. IC/EC<sub>25</sub> values(s) in percent effluent

Inhibition Concentration (IC<sub>p</sub>) is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a non-quantal biological endpoint (e.g., reproduction, growth) calculated from a continuous model (e.g., EPA Interpolation Model).

Effective Concentration (EC<sub>p</sub>) is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a quantal biological measurement (e.g., development, survival) calculated from a continuous model (e.g., Probit).

k. NOEC and LOEC (Lowest Observable Effect Concentration) values for reference toxicant test(s)

l. Available water quality measurements for each test (e.g., pH, D.O., temperature, conductivity, hardness, salinity, ammonia).

4. The Discharger shall provide a compliance summary that includes a summary table of toxicity data from at least eleven of the most recent samples.
5. The Discharger shall notify this Regional Water Board immediately of any toxicity exceedance and in writing 14 days after the receipt of the results of an effluent limit. The notification will describe actions the Discharger has taken or will take to investigate and correct the cause(s) of toxicity. It may also include a status report on any actions required by the permit, with a schedule for actions not yet completed. If no actions have been taken, the reasons shall be given.

#### VI. RECLAMATION MONITORING REQUIREMENTS

The reuse of the reclaimed water is regulated under a separate WDRs and Water Recycling Requirements (WRRs) for City of Oxnard Groundwater Recovery, Enhancement, and Treatment Program – Non Potable Reuse Phase 1 Project (GREAT Program – Phase 1 Project), Order No. R4-2008-0083 as amended by Order No. R4-2011-0079, File No. 64-104 and File No. 08-070, CI-9456.

#### VII. RECEIVING WATER MONITORING REQUIREMENTS – SURFACE WATER AND GROUNDWATER

##### A. Offshore Water Quality Monitoring

This survey addresses the compliance questions: "Are Ocean Plan and Basin Plan objectives for parameters listed in Tables 4a and 4b being met?" Data collected provide the information necessary to demonstrate compliance with the standards for local monitoring. In addition, data

Attachment E – MRP (Adopted Order: June 8, 2013)

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

1. The Discharger shall monitor receiving water quality at 48 Receiving Water Column Monitoring Stations from RWC-4101 to RWC-4708 (See Table 1) as follows:

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

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

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

2. The Discharger shall monitor bacteria and ammonia at 18 receiving water column monitoring stations of RWC-4301 to RWC-4308, and RWC-4381 to RWC-4398, and RWC-4401 to RWC-4408 (See Table 1) as follows:

- <sup>6</sup> Light transmittance (transmissivity) shall be measured with a transmissometer, using equipment and procedure similar to that described by L.V. Whitney [*Transmission of Solar Energy and the Scattering Produced by Suspensoids in Lake Waters*, Transactions of the Wisconsin Academy of Sciences, Arts, and Letters, Vol. 31 (1938)]. Results shall be expressed as the percent of light transmittance. Path length of transmissometer should be noted.
- <sup>7</sup> Observations of wind (direction and speed), weather (e.g., cloudy, sunny, or rainy), current (e.g., direction), and tidal conditions (e.g., high or low tide) shall be made and recorded (every four hours during offshore sampling) at the time samples of the waters of the Pacific Ocean (shore, nearshore, and all offshore stations) are collected.
- Observations of water color, discoloration, oil and grease, turbidity, odor, materials of sewage origin in the water or on the beach, and unusual or abnormal amounts of floating or suspended matter in the water or on the beach, rocks and jetties, or beach structures shall also be made and recorded at stations or while in transit. The character and extent of such matter shall be described. The dates, times and depths of sampling and these observations shall also be reported.

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**Table 4b. Receiving Water Monitoring Requirements – 2**

Parameter	Units	Sample Area	Minimum Sampling Frequency	Required Analytical Test Method
Total coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom <sup>6</sup>	quarterly	2
Fecal coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom <sup>6</sup>	quarterly	2
Enterococcus	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom <sup>6</sup>	quarterly	2
Ammonia nitrogen	mg/L	grab, surface and mid-depth and near bottom <sup>6</sup>	quarterly	2

### B. Benthic Monitoring

Benthic monitoring includes Infauna and sediment. The Discharger shall annually monitor Infauna and sediment at 7 receiving water benthic monitoring stations of RWS-001 to RWS-007 (See Table E-1).

1. **Local Benthic Survey** – This survey addresses the question: "Are benthic conditions under the influence of the discharge changing over time?" The data collected are used for regular assessment of trends in sediment contamination and biological response along a fixed grid of sites within the influence of the discharge.

#### a. Local Benthic Trends Survey

- (1) **Infaunal Community Survey** – The benthic stations shall be conducted for benthic infaunal sampling<sup>6</sup>. These stations shall be sampled during late summer (August/September). Bottom samples for benthic infaunal analyses shall be taken at each benthic station prior to trawl sampling. The following determinations shall be made at each station, where appropriate:

- i. Identification of all organisms to lowest possible taxon (usually species); and,
- ii. Total biomass of:
  - Mollusks;
  - Echinoderms;
  - Annelids/polychaetes;
  - Crustaceans; and,
  - All other macroinvertebrates.

<sup>6</sup> Bottom sampling shall be done 2.0 m (6.6 ft) above the seabed.

<sup>7</sup> These bottom samples shall be taken by means of a 0.1 m<sup>2</sup> (1.1 ft<sup>2</sup>) modified Van Veen sediment grab sampler. The entire contents of each sample shall be passed through a 1.0 mm (0.039 in.) mesh screen to retrieve the benthic organisms. These organisms shall be fixed in 10% buffered formalin and transferred to 70% ethanol within two to seven days for storage. Organisms can be stained with Rose Bengal to facilitate sorting. All specimens retrieved shall be archived.

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III. Community structure analysis for benthic Infaunal<sup>10</sup> for each station and each replicate.

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

- (2) Sediment Chemistry Survey – All benthic sediment samples shall be taken at each station by means of a 0.1 m<sup>2</sup> (1.1 ft<sup>2</sup>) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:
- i. Total organic carbon (TOC) (mg/kg dry wt);
  - ii. Dissolved sulfides (water soluble) (mg/kg dry wt);
  - iii. Total Kjeldahl nitrogen (mg/kg dry wt);
  - iv. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and,
  - v. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in µg/kg dry weight.

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

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

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

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

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## 2. Regional Benthic Survey

- a. This regional survey addresses the questions: 1) What is the extent, distribution, magnitude and trend of ecological change in soft-bottom benthic habitats within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the sea-floor environment and the health of the biological resources in the Bight.
- b. Sampling Design - A regional survey of benthic conditions within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by the participants represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 benthic survey by participating in or performing the following activities:

- (1) Participation on the Steering Committee;
- (2) Participation on the relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, Benthos, and Chemistry);
- (3) Field sampling at sea;
- (4) Infaunal sample analysis;
- (5) Sediment chemistry analysis; and,
- (6) Data management

This level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1994, 1998 and 2003 Regional Benthic Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous survey.

## C. Fish and Macroinvertebrate Monitoring

1. Local Fish and Macroinvertebrate Survey - This survey addresses two questions: 1) "Are the health of demersal fish and epibenthic invertebrate communities?" and 2) "Are fish tissue contamination levels in the vicinity of the discharge changing over time?" The data collected are used for regular assessment of temporal trends in community structure and bioaccumulation along an array of sites within the influence of the discharge. Data will also be collected on trash and debris to contribute to the Santa Monica Bay Restoration Project (SMBRP's) Sources and Loadings program. The Discharger shall monitor fish and macroinvertebrates at three receiving water trawling stations of RWT-001 to RWT-003 (See Table 1) as follows:

### a. Local Fish and Macroinvertebrate Population Survey

- (1) The offshore trawling stations shall be sampled annually (August/September) for demersal fish and epibenthic macroinvertebrates.
- (2) Trawling methods shall follow the protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*.

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- (3) Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates<sup>11</sup> shall be conducted for fish and macroinvertebrates for each station.
- (4) Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community analysis. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.
- (5) Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the Zone of Initial Dilution (ZID) boundary and the reference station, and trends in these values shall be measured over time. The results of this inspection shall be included in the monitoring report.

b. Local Fish and Macroinvertebrate Tissue Survey

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

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

(1) Fish Tissues

- i. Tissue, as applied to the analysis of priority pollutants, signifies separate analyses for muscle and liver. All tissue samples shall be analyzed for wet weight and percent lipid.
- ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.
- iii. The data for these parameters shall be expressed in  $\mu\text{g/kg}$  dry weight.

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

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6. If Ventura County reduces the shoreline bacteriological monitoring program in frequency (less often than weekly) or seasonally, or reduces the number of stations in the area defined by these stations, then the Discharger shall initiate a weekly shoreline bacteriological monitoring program to replace the Ventura County's effort. This program shall be submitted to this Regional Water Board for approval by the Executive Officer.
7. If Ventura County restores the shoreline bacteriological monitoring program, the Discharger shall inform this Regional Water Board for authorization to resume the shoreline bacteriological monitoring program conducted by the Discharger.

#### VIII. OTHER MONITORING REQUIREMENTS

##### A. Special Study

##### 1. CEC Monitoring in the Effluent

In recent years, the Los Angeles Regional Water Board has incorporated monitoring of a select group of man-made chemicals, particularly pesticides, pharmaceuticals and personal care products, known collectively as CECs, into permits issued to publicly-owned treatment works (POTWs) to better understand the propensity, persistence and effects of CECs in our environment. Recently adopted permits in this region contain requirements for CEC effluent monitoring and submittal of a work plan identifying the CECs to be monitored in the effluent, sample type, sampling frequency and sampling methodology. Based on feedback we have received from permittees and our review of the results of a recent CEC-related study by the Southern California Coastal Water Research Project (SCCWRP) and the State Water Board, we have modified our CEC monitoring program to respond to feedback while proceeding to fill identified data gaps without overly burdening any one permittee.

The Discharger shall conduct a special study to investigate the CECs in the effluent discharge as listed in the Table below. These constituents shall be monitored annually for at least 2 years. The Regional Water Board has determined that 2 years is an appropriate time period to determine those CECs that are present in POTW effluent. Monitoring results shall be reported as part of the annual report. Within six months of the effective date of this Order, the Discharger shall submit to the Executive Officer a CECs special study work plan for approval. Upon approval, the Discharger shall implement the work plan.

Table 6. CEC Monitoring Requirements

Parameter	Unit	Sample Type	Minimum Sampling Frequency	Analytical Test Method and (Minimum Level, units)
17 $\alpha$ -Ethinyl Estradiol	ng/L	To be proposed	Annually	To be proposed
17 $\beta$ -Estradiol	ng/L	To be proposed	Annually	To be proposed
Estrone	ng/L	To be proposed	Annually	To be proposed
Bisphenol A	ng/L	To be proposed	Annually	To be proposed
Nonylphenol & Nonylphenol polyethoxylates	ng/L	To be proposed	Annually	To be proposed
Octylphenol & octylphenol polyethoxylates	ng/L	To be proposed	Annually	To be proposed
Polybrominated diphenyl ethers	ng/L	To be proposed	Annually	To be proposed

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- iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on fish tissue samples from all offshore trawling stations.
- v. For fish tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station<sup>12</sup>. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of tissues<sup>13</sup> taken from fish of one species and include at least six individuals. In order to obtain the required number of individuals, additional trawls may be necessary.
- vi. Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to this Regional Board and the USEPA Region IX.
- vii. The following fish species are recommended for the tissue analysis of priority pollutants: White Croaker (*Genyonemus lineatus*) and Speckled sanddab (*Citharichthys stigmaeus*).

(2) Macroinvertebrate Tissues

- i. Tissue, as applied to the analysis of priority pollutants in macroinvertebrates, signifies analyses for muscle or other tissue, if muscle is impractical. All tissue samples shall be analyzed for wet weight and percent lipid.
- ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.
- iii. The data for these parameters shall be expressed in µg/kg dry weight.
- iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on macroinvertebrate tissue samples from all offshore trawling stations.
- v. For macroinvertebrate tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of sufficient tissue taken from at least three individual organisms of one species. In order to obtain the required number of individuals, additional trawls may be necessary. When feasible, tissues from

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

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



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organisms of the same species should be analyzed from year to year to facilitate comparability.

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

vii. The following macroinvertebrate species are recommended for the tissue analysis of priority pollutants: Sandstar (*Astropecten* spp), Shrimp (*Crangon* spp), and Crab (*Cancer* spp).

### (3) Bagged Mussel Tissue

i. The City of Oxnard currently is conducting a special study using bagged bivalves to assess bioaccumulation of contaminants in mussel tissue. If the results of this special study support a change, the City of Oxnard may request written approval from the Executive Officer to substitute mussels in lieu of the fish and invertebrate species identified above.

## 2. Regional Fish and Macroinvertebrate Survey

a. This survey addresses the questions: 1) What is the extent, distribution, magnitude and trend of ecological change in demersal fish and epibenthic communities within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the seafloor environment and health of biological resources in the Bight.

b. A regional survey of trawl-caught demersal fish and epibenthic invertebrates within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by the participants as represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 surveys by participating in or performing the following activities:

- i. Participation on the Steering Committee;
- ii. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates);
- iii. Field sampling at sea;
- iv. Trawl sample analysis; and,
- v. Data management

The level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1998 and 2003 Regional Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

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#### D. Seafood Safety Monitoring

##### 1. Local Seafood Safety Survey

- a. This survey addresses two questions: 1) Where seafood consumption advisories exist locally, do tissue concentrations of contaminants continue to exceed the Advisory Tissue Concentration (ATC)? and 2) What are the tissue contaminant trends relative to the ATC in other species not currently subject to local consumption advisories? The data collected will be used to provide information necessary for the management of local seafood consumption advisories.
- b. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones in years one, three and five of the permit. For rockfishes, scorpionfish (*Scorpaena guttata*) is the preferred species, followed by bocaccio (*Sebastes paucispinis*) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (*Embiotoca jacksoni*) is the preferred species, followed by white surfperch (*Phanerodon furcatus*) and then by walleye surfperch (*Hyperprosopon argenteum*).
- c. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place within the same season of the year (preferably late summer/early fall) and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for: Mercury, DDTs, PCBs, Aldrin, Dieldrin, Endrin and Chlordane.

##### 2. Regional Seafood Safety Survey

- a. This regional survey addresses the question: "Are seafood tissue levels within the Southern California Bight below levels that ensure public safety?" The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.
- b. Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. A regional seafood safety survey within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by participants represented on the Regional Steering Committee and the Surface Water Ambient Monitoring Program (SWAMP). The Discharger provided support to the Bight'08 Seafood Safety Survey by participating in or performing the following activities:
  - i. Participation on the Steering Committee;
  - ii. Participation on relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, and Chemistry); and,
  - iii. Tissue chemical analysis.

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This level of participation in the Bight'08 survey was consistent with that provided by the Discharger to the previous surveys. The next regional survey is expected to occur in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

#### **E. Kelp Bed Monitoring**

1. This regional survey is to address the question: "Is the extent of kelp beds in the Southern California Bight changing over time and are some beds changing at rates different than others?" The data collected in this regional survey will be used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey will allow the status of beds local to the discharge to be compared to regional trends.
2. The Discharger shall participate in the Central Region Kelp Survey Consortium (CRKSC) to conduct regional kelp bed monitoring in Southern California coastal waters. The CRKSC design is based upon quarterly measures of kelp canopy extent using aerial imaging. The Discharger shall provide up to \$10,000 per year in financial support to the CRKSC (annual level of support will depend on the number of participants in the program). The Discharger shall participate in the regional management and technical committees responsible for the development of the survey design and implementation of the assessment of kelp bed resources in the Bight. This support is intended to ensure that kelp beds in Ventura County are included in the quarterly surveys of kelp beds in the Bight, and that these beds are included in any data products resulting from those surveys.
3. In the event that Ventura County kelp beds are found to deviate from the broader regional pattern, the Discharger will carry out special studies to address unexplained deterioration of local beds.

#### **F. Sampling, Analysis, and Reporting Notes for Receiving Water Monitoring**

1. Receiving water monitoring shall be performed during daylight hours.
2. In addition to reporting the actual concentration of bacterial organisms obtained in each sample collected from shoreline, nearshore, and offshore stations, the running median of the latest 6-month period shall also be determined and reported each month. Bacterial data obtained at shoreline stations during or within 48 hours following a major storm event shall not be used in determining medians.
3. Reports regarding receiving water monitoring shall be transmitted with the corresponding effluent monitoring reports. Ocean water quality monitoring (shoreline, nearshore, and offshore components) reports shall be submitted with the effluent reports by the fifteenth day of the second month following the sampling period. The offshore sediment and biological monitoring data shall be submitted with the annual report.
4. Currently, Ventura County monitors nine shoreline stations for bacteriological indicators in the area of Oxnard's previous shoreline monitoring program (see Table 1 in section II).
5. Ventura County shoreline bacteriological monitoring data from these stations shall be included with the bacteriological data from Oxnard's water quality sampling in monthly reports and the annual assessment report.

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Parameter	Unit	Sample Type	Minimum Sampling Frequency	Maximum Level (Minimum Level in parentheses)
Acetaminophen	ng/L	To be proposed	Annually	To be proposed
Amoxicillin	ng/L	To be proposed	Annually	To be proposed
Azithromycin	ng/L	To be proposed	Annually	To be proposed
Carbamazepine	ng/L	To be proposed	Annually	To be proposed
Caffeine	ng/L	To be proposed	Annually	To be proposed
Ciprofloxacin	ng/L	To be proposed	Annually	To be proposed
N,N-Diethyl-m-toluamide (DEET)	ng/L	To be proposed	Annually	To be proposed
Dilantin	ng/L	To be proposed	Annually	To be proposed
Gemfibrozil	ng/L	To be proposed	Annually	To be proposed
Ibuprofen	ng/L	To be proposed	Annually	To be proposed
Lipitor (Atorvastatin)	ng/L	To be proposed	Annually	To be proposed
Iodinated contrast media (Iopromide)	ng/L	To be proposed	Annually	To be proposed
Sulfamethoxazole	ng/L	To be proposed	Annually	To be proposed
Trimethoprim	ng/L	To be proposed	Annually	To be proposed
Salicylic acid	ng/L	To be proposed	Annually	To be proposed
TCEP, TCPP and TDCPP	ng/L	To be proposed	Annually	To be proposed
Triclosen	ng/L	To be proposed	Annually	To be proposed
Bifenthrin	ng/L	To be proposed	Annually	To be proposed
Permethrin	ng/L	To be proposed	Annually	To be proposed
Chlorpyrifos	ng/L	To be proposed	Annually	To be proposed
Galaxolide	ng/L	To be proposed	Annually	To be proposed
Diclofenac	ng/L	To be proposed	Annually	To be proposed
Butylbenzyl Phthalate	ng/L	To be proposed	Annually	To be proposed
Perfluorooctene Sulfonate (PFOS)	ng/L	To be proposed	Annually	To be proposed
Flpronil	ng/L	To be proposed	Annually	To be proposed
Maprobamate	ng/L	To be proposed	Annually	To be proposed

#### B. Outfall and Diffuser Inspection

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

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

Attachment E – MRP (Adopted Order: June 6, 2013)

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comprehensive report on the discharge pipe systems from shallow water to their respective termini. The annual visual inspection shall be conducted on the external condition of the outfall, diffuser, and ballast systems. A written report documenting conditions shall be prepared and submitted with the Annual Summary Report to this Regional Water Board.

2. A visual inspection at and in the vicinity of the outfall and diffuser port system to determine thickness of any "cloud" of unsettled solids, bottom flora and fauna, and any other biological and physical conditions. Inspections shall include general observations and photographic records of the outfall pipe and the surrounding ocean bottom. A report (including photographs) discussing the above information shall be submitted with the Annual Summary Report to this Regional Water Board.

#### **C. Sludge Monitoring and Reporting**

1. The Discharger must comply with all requirements of 40 CFR parts 257, 258, 501, and 503, including all applicable monitoring, record keeping, and reporting requirements.
2. The Discharger must comply with the monitoring and reporting requirements outlined in Attachment I in this Order, [Biosolids/Sludge Management].
3. A monthly report shall be provided, noting the moisture content, weight, and volume of screenings, sludges, grit, and other solids removed from the wastewater. The point(s) from which these wastes were obtained and the disposal sites to which waste solids are transported shall be specified in the monthly reports.

### **IX. REPORTING REQUIREMENTS**

#### **A. General Monitoring and Reporting Requirements**

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. If there is no discharge during any reporting period, the report shall so state.
3. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and the corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with discharge requirements, as well as all excursions of effluent limitations.
4. The Discharger shall inform the Regional Water Board well in advance of any proposed construction activity that could potentially affect compliance with applicable requirements.

#### **B. Self-Monitoring Reports (SMRs)**

1. At any time during the term of this permit, the State or Regional Water Board may notify the Discharger to electronically submit Self-Monitoring Reports (SMRs) using the State Water Board's California Integrated Water Quality System (CIWQS) Program website (<http://www.waterboards.ca.gov/ciwqs/index.html>). Until such notification is given, the Discharger shall submit hard copy SMRs. The CIWQS website will provide additional directions for SMR submittal in the event there will be service interruption for electronic submittal.

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2. The Discharger shall report in the SMR the results for all monitoring specified in this MRP under sections III through VIII. The Discharger shall submit monthly, quarterly, semiannual, annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule:

**Table 6. Monitoring Periods and Reporting Schedule**

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

4. The Discharger shall submit SMRs in accordance with the following requirements:
  - a. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.
  - b. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the WDRs; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

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- c. SMRs must be submitted to the Regional Water Board, signed and certified as required by the Standard Provisions (Attachment D). Paper SMRs should be converted to a Portable Document Format (PDF). Documents that are less than 10 megabytes (MB) should be emailed to [losangeles@waterboards.ca.gov](mailto:losangeles@waterboards.ca.gov). Documents that are 10 MB or larger should be transferred to a disk and mailed to the address listed below: (Reference the reports to Compliance File No. 2022 to facilitate routing to the appropriate staff and file.)

California Regional Water Quality Control Board  
Los Angeles Region  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013  
Attention: Information Technology Unit

Dischargers who have been certified to only submit electronic SMRs to CIWQS should continue doing so, as previously required.

#### C. Discharge Monitoring Reports (DMRs)

- As described in section IX.B.1 above, at any time during the term of this permit, the state or Regional Water Board may notify the Discharger to electronically submit SMRs that will satisfy federal requirements for submittal of Discharge Monitoring Reports (DMRs). Until such notification is given, the Discharger shall submit DMRs in accordance with the requirements described below.
- DMRs must be signed and certified as required by the standard provisions (Attachment D). The Discharger shall submit the original DMR and one copy of the DMR to the address listed below:

Standard Mail	Federal/PS/Other Private Carriers
State Water Resources Control Board Division of Water Quality c/o DMR Processing Center PO Box 100 Sacramento, CA 95812-1000	State Water Resources Control Board Division of Water Quality c/o DMR Processing Center 1001 I Street, 15 <sup>th</sup> Floor Sacramento, CA 95814

- All discharge monitoring results must be reported on the official USEPA pre-printed DMR forms (USEPA Form 3320-1). Forms that are self-generated will not be accepted unless they follow the exact same format of USEPA Form 3320-1.

#### D. Other Reports

##### 1. Annual Summary Report

By April 15 of each year, the Discharger shall submit an annual summary report containing a discussion of the previous year's Influent/Effluent analytical results and receiving water bacterial monitoring data. The annual summary report shall also contain an overview of any plans for upgrades to the treatment plant's collection system, the treatment processes, or the outfall system, and sewer and plant maintenance activities. The Discharger shall submit an electronic annual report to the Regional Water Board in accordance with the requirements described in subsection B.4 above.

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

- a. A list of the pollutant(s) that triggered reasonable potential;
- b. The Basin Plan or CTR criteria that was exceeded for each given pollutant;
- c. The concentration of the pollutant(s);
- d. The test method used to analyze the sample; and,
- e. The date and time of sample collection.

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

## 2. Receiving Water Monitoring Report

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

A detailed receiving water monitoring biennial assessment report of the data collected during the two previous calendar sampling years (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of every other year. This report shall include an annual data summary and shall also include an in-depth analysis of the biological and chemical data following recommendations in the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.E. Welsberg. 2001. Model Monitoring Program for Large Ocean Dischargers in Southern California. SCCWRP Tech. Rep #357. SCCWRP, Westminster, CA. 101 pp.). Data shall be tabulated, summarized, and graphed where appropriate, analyzed, interpreted, and generally presented in such a way as to facilitate ready understanding of its significance. Spatial and temporal trends shall be examined and compared. The relation of physical and chemical parameters to biological parameters shall be evaluated. See, also, section V.G. of this MRP. All receiving water monitoring data shall be submitted in accordance with the data submittal formats developed for the Southern California Bight Regional Monitoring Surveys.

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

## 3. Outfall Inspection Report

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



CITY OF OXNARD  
OXNARD WASTEWATER TREATMENT PLANT

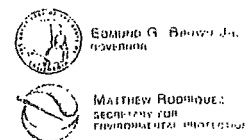
ORDER NO. R4-2013-0084  
NPDES NO. CA0054087

description of the observed external condition of the discharge pipes from shallow water to their respective termini. This report shall be submitted so that it is received by August 15 of the following year.

Attachment E – MRP (Adopted Order: June 6, 2013)

E-32

## ATTACHMENT E1



## Los Angeles Regional Water Quality Control Board

May 31, 2018

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

Dear Mr. Mouderrres,

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

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

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

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

Mr. Badaoui Mouderrès

- 2 -

May 31, 2018

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

### **Water Quality Monitoring**

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

- As part of the OA committee effort, vertical and/or oblique bongo net tows will be conducted for up to six stations at depths ranging from 400 to 500 meters (m), quarterly for two years starting in fall 2018 or winter 2019. Each of these tows will require additional two ship days per quarter for a total of eight boat days over the two-year time period. Pteropods (Mollusca) will be collected from these tows and assessed for the potential deterioration of their calcareous shells due to ocean acidification.
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To offset the costs associated with these additional monitoring activities, the City proposed the following resource exchanges from 2018 through 2019:

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

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

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

### **Benthic Sediment Monitoring**

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

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

Mr. Badaoui Mouderrres

- 3 -

May 31, 2018

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

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

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

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

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

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

Sincerely,

  
Deborah J. Smith  
Executive Officer

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

## EXHIBIT B

**Aquatic Bioassay & Consulting Laboratories  
Professional Services Fee Schedule <sup>1</sup>.**

Principal Scientist                 \$ 180

Scientist                                 \$ 150

Senior Biologist                   \$ 105

Biologist                             \$ 95

Field Technician                 \$ 75

Laboratory Technician         \$ 75

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



May, 2016

## Exhibit INS-A

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

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

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

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

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

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. 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. A-8093  
P.O. Box 100085 - OX  
Duluth, GA 30096  
Via Email: [cityofoxnard@ebix.com](mailto: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 and CG 2037).**

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

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

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

Agreement No. A-8093

**INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*****Certificates of Insurance***

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

***Endorsement Forms***

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

INS-A.doc

Agreement No. A-8093

**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	<b>GENERAL LIABILITY</b> [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	<b>AUTOMOBILE LIABILITY</b> [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> 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. A-8093****P.O. Box 100085 - OX****Duluth, GA 30096****Via Email: [cityofoxnard@ebix.com](mailto: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.

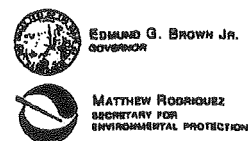
AUTHORIZED REPRESENTATIVE





INS-A doc

## Attachment E-1

EDMUND G. BROWN JR.  
GOVERNORMATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

## Los Angeles Regional Water Quality Control Board

May 31, 2018

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

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HADELVYN GLICKFELD, CHAIR | DEBORAH J. SMITH, EXECUTIVE OFFICER

320 West 4<sup>th</sup> St., Suite 200, Los Angeles, CA 90013 | [www.waterboards.ca.gov/losangeles](http://www.waterboards.ca.gov/losangeles)

♻️ RECYCLED PAPER

Mr. Badaoui Mouderrès

- 2 -

May 31, 2018

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Mr. Badaoui Mouderrres

- 3 -

May 31, 2018

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

Sincerely,

  
Deborah J. Smith  
Executive Officer

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

# APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR ONGOING WATER QUALITY SAMPLING, A NUTRIENT STUDY, AND A LONG-TERM WATER QUALITY PLAN AT THE CHANNEL ISLANDS HARBOR

Presented to:  
City Council

November 13, 2018

## BACKGROUND

- In June 2018, the Channel Islands Harbor experienced a water degradation event, resulting in discoloration of the water and a small amount of marine life death
- City staff quickly mobilized, forming a response team, setting up a hotline number for the public, and performing daily water quality testing across the harbor

- On July 5, 2018 the City Council approved the Fifth Amendment to Agreement No. A-7620 for \$72,650, to provide for water quality sampling, nutrient analysis, program management and presentations to the public
- Those funds have been expended and the City is ready to proceed with next steps in addressing this issue
- The prior Agreement No. A-7620 expired and a new RFP was released in May of 2018. On July 24, 2018, the Council awarded Aquatic Bioassay & Consulting Laboratories, Inc. Agreement No. A-8093



- This first amendment to Agreement No. A-8093, totaling \$306,045, will utilize the previous analysis by Aquatic Bioassay to begin the next phase of determining the potential causes, solutions and long term plan for the water degradation issue in the Channel Islands Harbor

The scope of work for this first amendment consists of:

- Completion of a nutrient sources and sinks study
- Recommendation regarding the framework for long-term monitoring that will be ongoing and provide information regarding the status of water quality in the Harbor
- Completion of a hydrologic modeling study of the Harbor to assess current water retention times, including in the back basins and Edison Canal

## NEXT STEPS

District	Percentage Split*	Amount
Waterways Zone 1	55%	\$153,200
Waterways Zone 2	9%	\$25,069
Seabridge CFD 4	23%	\$64,065
Westport CFD 2	13%	\$36,211
General Fund	N/A	\$27,500
		<b>\$306,045</b>

\*Percentage split based upon the total surface area of the waterways within each assessment district as determined by GIS mapping



# HARBOR SURFACE AREA BY DISTRICT



That the City Council

- Approve and authorize the Mayor to execute, when finalized, the First Amendment to Agreement No. A-8093 with Aquatic Bioassay & Consulting Laboratories, Inc. in the amount of \$306,045 for a new not to exceed total of \$759,933, for ongoing services relating to the Channel Islands Harbor water quality issue; and

That the City Council:

- Authorize a budget appropriation totaling \$278,893, as follows:
  - \$27,500 from the General Fund
  - \$153,200 from Waterways Zone 1
  - \$25,069 from Waterways Zone 2
  - \$36,913 from Seabridge CFD
  - \$36,211 from Westport CFD





# QUESTIONS