

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE COLLEGE PARK MASTER SITE PLAN AT THE SOUTHEAST CORNER OF CHANNEL ISLANDS BOULEVARD AND ROSE AVENUE, ADOPTING FINDINGS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM PROPOSED BY THE PUBLIC WORKS DIRECTOR

WHEREAS, College Park is a 75-acre community park ("the project") intended to provide a diverse recreational environment to meet the needs of several surrounding neighborhoods, offer active and passive recreation activities, and serve as a neighborhood park for the residential areas in the southeast and south central communities of the City, including the neighborhoods of Blackstock, Bryce Canyon, Cypress, Pleasant Valley Estates, Pleasant Valley Villages, Redwood, Southwinds, College Estates, Diamond Bar, Lemonwood/Eastmont, Oxnard Pacific, College Park, Terrace Estates, Tierra Vista, Mar Vista, and Villa Capri; and

WHEREAS, on February 14, 2006, City Council adopted Resolution No. 13,011 certifying the final environmental impact report for College Park; and

WHEREAS, the College Park Master Site Plan conforms to the City of Oxnard *2020 General Plan*; and

WHEREAS, the final environmental impact report identifies one or more significant environmental effects of the project, and the City Council makes the findings set out in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council adopts a program of monitoring and reporting for the College Park Master Site Plan in order to mitigate or avoid significant effects on the environment, as set out in Exhibit B, attached hereto and incorporated herein by reference.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the College Park Master Site Plan, the findings, and the mitigation monitoring and reporting program for the project.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Paula Kimbrell for  
Gary L. Gillig, City Attorney

## College Park Master Plan EIR Findings

The Final Environmental Impact Report ("EIR") for the City of Oxnard College Park Master Plan ("the project") identified a number of potentially significant effects that could result from implementation of that project. However, the Oxnard City Council finds that the inclusion of certain mitigation measures as part of the project approval will reduce all of those potential significant effects to a less than significant level. As required by CEQA, the City Council, in adopting these findings, also adopts a Mitigation Monitoring Plan for the project. The City Council finds that the Mitigation Monitoring Plan, which is incorporated by reference and made a part of these findings, meets the requirements of Public Resources Code §21081.6 by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

1. The EIR contains all of the mandatory contents of Environmental Impact Reports, as contained in Section 21000-21177, of the California State Public Resources Code. In addition, all of the procedures for preparation and review of Environmental Impact Reports required by Article 7 of the State CEQA Guidelines have been complied with.

*It can be found that the EIR for the College Park Master Plan project has been prepared in compliance with CEQA. City staff reviewed the document for accuracy, consistency, and completeness prior to its release for public review. Therefore, it is found that the EIR document reflects the independent judgment of the City of Oxnard.*

2. Pursuant to Section 15091 of the State CEQA Guidelines:

"No public agency shall approve or carry out a project for which an Environmental Impact Report has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
- 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the final EIR.

The following environmental impact findings on specific environmental issues must be made in order to approve the project:

a. Aesthetics

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

The proposed project would produce light and glare that would extend the area of night light across the currently vacant property, altering the nighttime sky. This may adversely affect the residences located in the project vicinity. The EIR includes the following mitigation measures, which would reduce this significant impact to a less than significant level.

**AES-3(a) Lighting Standards.** The applicant shall design exterior building and parking lot lighting, and recreational fields that sheds light pools only on the project site, incorporating "cut-off" shields or visors as appropriate to prevent an increase in lighting at adjacent residential uses. The level of spillover lighting shall be limited to less than one candle foot at 150 feet away from the sports field. Landscape illumination and exterior sign lighting shall be accomplished with low level, unobtrusive fixtures. Such lighting shall be shielded to direct light pools away from off site viewers.

**AES-3(b) Eastern Ball Field Lighting Standards.** The applicant shall design the eastern -most ball field closest to Olds Road in a manner such that the residences are not affected by more than one candle-foot of light at their property boundaries. The project shall incorporate planting of windrows such that the eastern and northeastern boundaries will contain contiguous plantings of fast growing trees such as eucalyptus that would provide additional buffer from night lighting upon maturity. Compliance will be verified by Development Services through a lighting plan check prior to issuance of permits for Phase III construction.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for potentially significant aesthetic impacts related to nighttime lighting have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to aesthetics to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

b. Air Quality

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Grading and construction activities associated with the proposed College Park Master Plan would generate temporary increases in emissions of ozone precursors ROC and NO<sub>x</sub>, as well as fugitive dust (PM<sub>10</sub>). Area source emissions of reactive organic compounds and NO<sub>x</sub>, as well as operational emissions of reactive organic compounds, would not exceed VCAPCD's daily thresholds; however, operational emissions of NO<sub>x</sub> would exceed the VCAPCD's daily threshold after mitigation. However, the project could further mitigate through payment of TDM fees. These impacts are considered potentially significant.

The EIR includes the following mitigation measures to address the project's construction impacts:

**AQ-1(a) Dust Control Measures.** The following shall be implemented during grading and construction to control dust.

- 1) The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.
- 2) Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.
- 3) Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:
  - a) All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.
  - b) All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
- 4) Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, it shall be seeded and watered until grass growth is evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.
- 5) Signs shall be posted on-site limiting traffic to 15 miles per hour or less.
- 6) During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.
- 7) Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.
- 8) Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.

- 9) Shaker plates shall be installed at all truck exits from the site.
- 10) Dust control requirements shall be shown on all grading plans.

**AQ-1(b) Construction Equipment Controls.** The following shall be implemented during construction to minimize emissions of ozone precursors.

- 1) Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.
- 2) Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications.
- 3) The number of pieces of equipment operating simultaneously shall be minimized.
- 4) Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible.
- 5) The engine size of construction equipment shall be the minimum practical size.
- 6) Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible.
- 7) During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.

The EIR includes the following mitigation measure to address the project's operational impacts:

**AQ-2(a) Bus Routes and Stops.** The City of Oxnard shall work with SCAT to develop additional bus routes and stops on and near College Park.

**AQ-2(b) Bicycle Parking.** Bicycle parking facilities shall be placed at convenient locations throughout the park.

**AQ-2(c) Structure Orientation.** Structures shall be oriented to facilitate the use of passive solar energy.

**AQ-2(d) Energy Efficient Windows.** Energy-efficient windows shall be installed in all new buildings.

**AQ-2(e) TDM Fees.** The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund based on the 3.51 lbs/NOx per day exceedance of the threshold prior to operation of Phase IV provided that usage and trip generation is equivalent to 56,000 square feet of "community center". Fees shall be based on the unit cost for NOx in effect at the time the fee is to be paid, and the VCAPCD guidelines formula of :

*(excess emissions lbs/day) x (unit cost NOx) x (days in operation) x (3 years) = Total cost*

Payment of fees is required prior to operation of Phase IV components.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for impacts relating to air quality have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to air quality to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

c. Biological Resources

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Site development has the potential to disturb eucalyptus windrows that may be used by migrating monarch butterflies and foraging/nesting birds. The emergent wetland and associated willow riparian may be affected by development activities that have a direct impact on vegetation or indirectly affect hydrology. The EIR includes the following mitigation measures to address these possible adverse impacts.

**BR-1(a) Butterfly Habitat Replacement.** Impacts to trees (and their associated vegetative understory) utilized by monarch butterflies shall be avoided when feasible, or replaced in kind with mature specimens of the same species adjacent to or nearby their prior location. Where conditions allow, plant palettes should incorporate plants favored by monarchs for nectaring. Specifically, an east to west dense windrow of trees shall be replanted at the south end of the most southern soccer field north of the new perimeter road.

**BR-1(b) Butterfly Habitat Preservation.** Any alternate indoor facility, as shown on the Conceptual Site Plan, Figure 2-4, Letter T, shall be relocated to the northern soccer fields near parking lot R to preserve the southern area between the windrows as open flying area.

**BR-1(c) Butterfly Habitat Preservation.** No barbeque facilities shall be located between the southwest end of the wetland enhancement area and the adjacent easternmost windrow or within 100 feet of this grove.

**BR-1(d) Butterfly Re-Survey.** In the winter (November-early January) prior to construction, a re-survey for monarch butterfly aggregation sites within tree rows in the project area shall be conducted by a qualified biologist. A report documenting the results of the survey shall be prepared and submitted to the Parks and Facilities Superintendent for review and approval prior to issuance of grading permits or tree removal. If monarch butterflies are found to aggregate (concentration of hundreds to thousands of individuals) in locations other than the two primary sites discussed above, then those trees shall be either retained where feasible and new trees and nectary sources provided adjacent to other onsite suitable habitat if the trees are removed.

**BR-1(e) Butterfly Avoidance.** All construction work must be conducted at least 100 feet from any identified aggregation (concentration of hundreds to thousands of individuals) until the area is no longer being utilized by monarch butterflies.

The following mitigation measures have been incorporated to address the potential for adverse impacts to nesting/foraging birds and raptors.

**BR-2(a) Nesting bird survey.** Developer shall contract with a qualified biologist to conduct nesting bird surveys within the windrows and wetland areas prior to construction activities between the months of March and September. A copy of the contracts and reports for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to issuance of project permits.

**BR-2(b) Establishment of appropriate buffers.** In the event that nesting raptors are observed within 250 feet of construction, species-specific exclusion buffers shall be established until the nestlings have fledged.

**BR-2(c) Construction outside of the nesting season.** When possible, construction activities that would have a direct impact on windrows should be conducted between October and February when nesting birds are least likely to occur.

The following mitigation measures have been incorporated to address the potential for adverse impacts to wetland habitat.

**BIO-4(a) Wetland Conservation.** The existing riparian habitat shall be incorporated into park planning as a landscape and aesthetic element, and preserved at its current size as much as feasible.

**BIO-4(b) Biologist/Engineer Coordination.** Wetland enhancement by the expansion of either open water or emergent habitats should be pursued under the guidance of a qualified restoration biologist with reference to local native flora and fauna in coordination with the project drainage engineer to insure that the wetland retains its biological function and performs drainage functions in accordance with recommendations included in Section 4.6, Hydrology and Water Quality.

**BIO-4(c) Wetland Buffers.** A buffer of 10 to 25 feet from the edge of wetland vegetation to the nearest sprinkler area will filter out most fertilizers and pesticides. Runoff may be directed to the wetland, but must pass through a swale for cleaning prior to entering the wetland. Sedges, rushes, and cattails may be incorporated into the swale for filtration depending on the water regime.

**BIO-4(d) Wetland Access.** Project design shall consider incorporation of fencing and a viewing platform to discourage direct access to vegetation and water by park visitors.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for impacts relating to Biological Resources have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to air quality to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

d. Cultural Resources

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Site development has the potential to disturb as-yet undetected areas of prehistoric archaeological significance. Site development also has the potential to disturb the Petit Ranch buildings and landscape features that appear to be eligible for the National Register under Criterion (a) for their association with the agricultural development of the Oxnard Plain, and criterion (c) for design, and the California Register under Criterion (3) as fine examples of the California Bungalow Style. These are potentially significant impacts.

The EIR includes the following mitigation measures to address the project's potential impact to archaeological resources:

**CR-2(a) Native American Monitoring.** Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to grading activities on site. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.

**CR-2(b) Procedures for Discovery of Intact Cultural Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.

**CR-2(c) Procedures for Discovery of Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC.

The following mitigation measures address the project's potential impact to historical resources:

**CR-3(a) Documentation.** Archival quality photographs of the interiors and exteriors of the eligible buildings on the property shall be taken. Further recordation shall include measured drawings of the interior of the two houses and a landscape survey of existing materials prepared by a qualified arborist/landscape architect. The archival quality

photographs, a copy of this historic report, the landscape survey and measured drawings shall be packaged into a final report with copies filed at the Oxnard Library and the Ventura County Museum of History and Art Library. One copy should remain with the Parks Department. Compliance will be verified by the Parks and Facilities Superintendent prior to modification of the existing conditions.

**CR-3(b) Design.** An historic preservation plan for the property/structures shall be prepared by a qualified preservation professional. The plan shall include the preservation of the historic buildings and landscape elements, and be prepared in conformance with the Secretary of the Interior's Standards. The plan shall consider the design and location of the additional facilities planned for the four-acre parcel, the adaptive reuse of the historic ranch houses and landscape features, as well as a maintenance plan for the historic buildings. The location and design of any new buildings constructed should take into account the location and design of buildings on the ranch, which are no longer extant. Compliance will be verified by the Parks and Facilities Superintendent through plan check prior to application for development permits.

**CR-3(c) Interpretation.** One room of the main house shall be designated for a permanent exhibit interpreting the history of Petit Ranch and agriculture on the Oxnard Plain. The interpretive display shall be designed by a qualified historic preservation professional or museum curator. The display may include photographs and artifacts from the Petit family or other materials, which relate to the historic themes. Compliance will be verified by the Parks and Facilities Division Superintendent through confirmation of a contract for services with a museum curator/historic preservation professional prior to application for development permits.

**CR-3(d) Maintenance.** During periods when the structures are not occupied, the structures shall be secured in an appropriate manner so as to prevent vandalism and theft of historic features. Compliance shall be verified by the Parks and Facilities Division Superintendent.

Option 2. If the Parks and Facilities Division determines that adaptive reuse of the structures on site is not feasible, and that relocation of the structures is feasible, then the following mitigation measures shall be implemented.

**CR-3(f) Document and Relocation.** Implement CR-3(a). Also, retain an Historic Preservation Professional to review relocation proposals for the two residences and advise regarding selection of the most appropriate proposal in accordance with relevant portions of the Secretary of the Interior's Standards.

The following mitigation measures address the potential for adverse impacts to the eucalyptus windrows.

**CR-4(a) Eucalyptus Windrow Protection.** Developer shall contract a qualified arborist to inventory the trees, provide a health report, and preserve all healthy trees. The arborist shall devise a maintenance plan for the trees that would be adopted and carried

out in accordance with park maintenance activities. The monitor shall provide a monthly report to the Parks and Facilities Superintendent summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to site grading.

**CR-4(b) Eucalyptus Windrow Protection.** The qualified arborist retained to perform the inventory, health report, and maintenance plan shall be provided with a copy of mitigation measures BR-1(a-e) and BR-2(a-c) pertaining to monarch butterflies and nesting birds within the windrows, and shall avoid conflicts with these mitigation measures during design of the maintenance plan and removal of any dead or diseased windrow trees. Compliance will be verified by the Parks and Facilities Division Superintendent.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for cultural resource impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measure will reduce impacts relating to cultural resources to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

e. Geology and Soils

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Soils on-site are considered to have high to moderate potential for liquefaction and settlement. Additionally, there is potential for soil contamination to exist at the project site due to previous agricultural use, adjacency to the former Highway 1 and due to current park maintenance and storage practices. Therefore, development of the project site has the potential to create soil-related hazards; this is a potentially significant impact.

The following mitigation measures address the project's potential impacts with respect to soil related hazards.

**GEO-2 Geotechnical Evaluation.** The applicant shall retain a consultant to perform a geotechnical evaluation of the project site. The applicant shall incorporate recommendations contained within the geotechnical evaluation into all buildings, structures, foundations and utilities, as applicable. The geotechnical evaluation and plans that include the recommendations of the geotechnical evaluation shall be submitted to Development Services Department for review prior to issuance of a development permit. Compliance will be verified by the Parks and Facilities Division Superintendent.

**GEO-3(a) Phase II Environmental Site Assessment.** The applicant shall retain a consultant to perform a Phase II Environmental Site Assessment focusing on the

recognized environmental conditions identified in the Phase I. If contamination is found, additional assessment to determine the extent and/or remediation may be required to reduce the levels to those considered acceptable for park use. The results of the Phase II Environmental Assessment shall be submitted to the Development Services Department for review prior to issuance of a grading permit. Compliance will be verified by the Parks and Facilities Division Superintendent.

**GEO-3(b) Soil Contamination.** If contamination is found during the Phase II Environmental Site Assessment, the applicant shall follow the recommendations contained in the Phase II Environmental Site Assessment to insure that soil/groundwater contamination levels are within acceptable ranges for park use. Documentation showing that contamination levels are within acceptable ranges shall be submitted to the Development Services Department for review prior to issuance of a grading permit. Compliance will be verified by the Parks and Facilities Division Superintendent.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for geologic and soils impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to geologic and soils impacts to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

f. Hydrology

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

During construction of the planned improvements in the College Park Master Plan, the soil surface would be subject to erosion and the downstream watershed could be subject to temporary sedimentation and discharges of various pollutants. Over the long term, implementation of the College Park Master Plan would increase the amount of impervious surfaces onsite, thereby increasing stormwater runoff flows and potentially exceeding the capacity of existing storm drain facilities. However, construction of an onsite detention basin and additional storm drain improvements would ensure that runoff does not exceed the capacity of existing and proposed facilities. This is a potentially significant impact.

The EIR includes the following mitigation measures to address potential hydrology impacts relating to construction:

**H-1 Stormwater Pollution Prevention Plan.** Prior to initiation of grading for any phase of development of College Park, the developer shall prepare a Stormwater Pollution Prevention Plan for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce

erosion and sedimentation to the maximum extent practicable. BMPs that could be implemented include, but shall not be limited to, the following:

- Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants.
- Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion.
- Watering of graded areas with an adequate yet conservative amount water
- Cessation of grading operations in high winds (i.e., greater than 15 mph).
- Proper recycling of construction related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants).

The following mitigation measures address the potential for adverse long-term hydrological impacts.

**H-2 Drainage System Improvements.** The developer shall implement the drainage system improvements identified in the proposed drainage plan and as recommended by Penfield & Smith (2005). Drainage system improvements shall include, but are not limited to, the following:

- Drainage system improvements should be designed with the goal of retaining as much surface runoff as feasible on-site
- The curb inlets that currently serve sub-basin area 102 shall be disconnected from their current terminal discharge pipe and reconnected to a new drainage pipe to convey runoff to the north to the proposed retention basin; the terminal discharge pipe shall have the same discharge capacity in order to meter the discharge from the improved retention basin
- The current bottom elevation (27.0 feet) of the existing retention basin shall be maintained to minimize the potential for groundwater intrusion; during final design, the existing groundwater conditions shall be evaluated in order to design the retention basin such that groundwater intrusion is avoided

Drainage plans shall be submitted to the Development Services Department for review prior to issuance of grading permits, in order to ensure that the drainage system improvements are adequate to serve the proposed development. Compliance will be verified by the Parks and Facilities Division Superintendent.

**H 3 Stormwater Management Plan.** The developer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Penfield & Smith 2005) prepared for the proposed project:

- Control of peak stormwater runoff discharge rates
- Use of an extended detention basin for treatment control; the detention basin shall be designed to detain the storm water quality design volume for a period of 40-hours

and restrict the watershed peak outflow to levels compatible with the existing Rose Avenue storm drain; fencing shall be provided around the detention basin

- Conservation of natural areas
- Minimization of stormwater pollutants of concern
- Catch basin filters
- Proprietary treatment devices placed in the main storm drain infrastructure
- Grass swale filters
- Extended impoundment facilities that allow sedimentation of pollutants to occur
- Provision of storm drain system stenciling and signage
- Proper design of outdoor material storage areas
- Proper design of trash storage areas
- Proof of ongoing BMP maintenance
- Proper design and treatment of runoff from parking lots

The stormwater management plan shall be submitted to Development Services for review prior to issuance of grading permits, in order to ensure that the drainage system improvements satisfy the requirements of the SQUIMP. Compliance will be verified by the Parks and Facilities Division Superintendent.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for hydrology impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to hydrology to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

g. Noise

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

Project construction would intermittently generate high noise levels on and adjacent to the site. This may affect sensitive receptors on or near the project site. Project-generated traffic would increase noise levels at sensitive receptors due to internal traffic along the proposed Perimeter Road and within parking lots. These are considered potentially significant impacts.

The EIR includes the following mitigation measures to address potential noise impacts relating to construction:

**N-1(a) Construction hours.** Construction activity within the park shall be limited to between 7:00 AM and 6:00 PM, Monday through Friday. Compliance will be verified by the Parks and Facilities Division Superintendent.

The EIR includes the following mitigation measure to address potential noise impacts relating to onsite traffic noise during operation:

**N-2(a) Truck Operations.** Onsite trash pickup services, street and parking lot sweeping, landscape maintenance, and truck deliveries shall be restricted to between the hours of 6 AM and 10 PM. Compliance will be verified by the Parks and Facilities Division Superintendent.

**N-2(b) Speed Limit.** The onsite circulation system shall not allow speeds in excess of 20 miles per hour to reduce ambient noise generation. Compliance will be verified by the Parks and Facilities Division Superintendent.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for noise impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to noise to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

h. Public Safety

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

The College Park Master Plan would result in an expansion of recreational uses onsite, thereby creating an incremental increase in the need for police protection services. However, the proposed project would not require the construction of new facilities, or an expansion of existing facilities, in order to maintain acceptable service ratios or response times.

Although impacts relating to police protection would not be significant, the EIR includes the following mitigation measure to further enhance Public Safety.

**PS-1 Police Department Coordination.** The Parks and Facilities Department shall work closely with the Oxnard Police Department Crime Analysis Unit prior to the final design of each phase of development identified in the College Park Master Plan, in order to ensure the development of adequate security measures for the construction and occupancy/use of development. Such measures may include, but shall not be limited to, the following:

- Comply with all recommendations of the City of Oxnard Police Department, relative to building design, doors, locks, visibility, etc. in the preparation of the final plans;
- Include the Oxnard Police Department in the plan check process, so the department can recommend specific improvements prior to the use of the facilities proposed in each phase of development;
- Implement fencing and security measures during the construction phases, subject to the review and approval of the City of Oxnard Police Department;
- Restrict on-site parking during non-operational hours; and,
- Provide on-site, private security personnel.

Grading and construction plans shall be submitted to the City of Oxnard Police Department for review and approval during plan check review. Compliance will be verified by the Parks and Facilities Division Superintendent.

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for public safety impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to public safety to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

i. Transportation/Traffic

- 1) Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

The proposed College Park Master Plan would utilize the existing access driveway on Rose Avenue, a new driveway to the north of the existing driveway on Rose Avenue, and a new driveway on the intersection of Butler Road/Olds Road. Although the existing access driveways on Rose Avenue would be adequate to serve the proposed park, the proposed driveways from Rose Avenue and from the junction of Butler Road/Olds Road would require additional design elements that are not identified in the preliminary master plan in order to provide adequate access.

Bicycle access would be provided via the existing and proposed access driveways on Rose Avenue, as well as the proposed driveway on the Olds Road/Butler Road intersection. Pedestrian access would be provided via existing sidewalks along area roadways. The bicycle paths and walkways would require design elements to ensure that adequate and safe access is provided, which is integrated with existing facilities.

Development of the Master Plan would result in a peak weekend parking demand of 804 parking spaces with development of the North Parcel, thereby exceeding the proposed on-site parking supply by 52 parking spaces. Significant impacts from parking shortages could occur if parking is not supply is not developed according to the demand for each phase of development.

The proposed project is located within the jurisdiction of the City of Oxnard, but includes park development components that are intended to draw from a regional base. The regional draw associated with the park components would impact County roadway segments. The City is party to an agreement, which addresses impacts to County roads. These are potentially significant impacts.

The EIR includes the following mitigation measures to address potential driveway design traffic impacts.

**T-2a Driveway Design.** The proposed driveway on the Olds Road/Butler Road intersection shall include, but is not limited to, the following design features:

- The driveway shall be designed to accommodate both vehicular and bicycle traffic;
- The project would include installation of a signal head for the westbound approach (park entrance), and would provide signing, striping, and signal phasing upgrades to the intersection based on City standards.

A site plan and engineering details shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits in order to ensure that the design elements are incorporated.

**T-2b Driveway Design.** The proposed driveway on the Olds Road/Butler Road intersection shall include, but is not limited to, the following design features:

- The width of the driveway shall be a minimum of 40 feet.
- The driveway shall be wide enough to accommodate both vehicular and bicycle traffic;
- The driveway intersection shall be controlled by a stop sign on the park entrance approach;
- Sufficient sight distance shall be provided from the driveway to the right onto Olds Road; and,
- The distance between the public road and the proposed parking area located to the west of the driveway shall be a minimum of 30' in order to provide storage for vehicles entering the park.

A site plan and engineering details shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits in order to ensure that the design elements are incorporated.

The EIR includes the following mitigation measures to address potential bicycle and pedestrian circulation impacts.

**T-3 Bicycle and Pedestrian Circulation.** A bicycle and pedestrian circulation plan shall be incorporated into the College Park Master Plan. The plan shall include, but is not limited to, the following:

- The project shall comply with the City's Bicycle and Pedestrian Master Plan;
- The on-site perimeter road shall be designed to accommodate bicycle circulation, unless a separate bicycle path is provided on-site;
- Bicycle parking facilities shall be provided on-site (e.g., near the proposed Community Center, soccer fields, and ball fields);
- Bicycle circulation shall be integrated with the existing bike lanes along Rose Avenue;
- On-site pedestrian circulation shall be integrated with perimeter sidewalks;
- Sidewalks shall be constructed along Olds Road south of the proposed park entrance; and,
- Bicycle access via the proposed driveway on the Olds Road/Butler Road intersection shall be designed to accommodate the design features required in Mitigation Measure T-2.

The bicycle and pedestrian circulation plan shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits.

The EIR includes the following mitigation measures to address potential traffic impacts relating to parking supply.

**T-4(a) Phased Parking Development.** Each phase of development shall be designed to include adequate parking to support the associated demands per the uses and phases listed in Table 4.10-6. Compliance will be verified by the City of Oxnard Traffic Engineer prior to site development for each phase.

**T-4(b) Phase IV Parking.** Upon development of Phase IV, College Park events that result in full utilization of onsite facilities shall be scheduled such that they do not occur concurrently onsite, unless pre-arranged off-site parking is provided. Prior to development of Phase IV, a parking demand study shall be completed in order to determine the potential parking space surplus available off-site for College Park events. Compliance will be verified by the City of Oxnard Traffic Engineer prior to Phase IV site development.

The EIR includes the following mitigation measures to address potential traffic impacts relating to County roadway segment usage.

**T-5 County Roads.** The College Park Master Plan shall address impacts to County roads by phase through compliance with the "Reciprocal Traffic Mitigation Agreement".

Based on the above facts, it can be found that:

*All feasible and reasonable mitigation measures for transportation/traffic impacts have been identified in the EIR and are included in the Mitigation Monitoring and Reporting Program and Conditions of Approval for the project. The proposed mitigation measures will reduce impacts relating to transportation/traffic to a level of insignificance pursuant to Section 15091(a)(1) of the CEQA Guidelines.*

h. Alternatives

- 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measure or project alternatives identified in the final EIR.

The EIR examines three alternatives to the proposed project, as described below.

**No Project Alternative.** The No Project alternative would involve no changes to the physical environment and thus would have no environmental effects, either adverse or beneficial. As such, this alternative would have generally fewer impacts with respect to issues such as traffic, air quality, and noise. Overall impacts would be lower than those

of the proposed project since no change to environmental conditions would occur, though this alternative would not implement the project objectives.

**Reduced Project Alternative.** This alternative would implement the same general facilities of the Master Plan (refer to Section 2.0, *Project Description*, Figure 2-4), but would be limited to four professionally contracted fields instead of the five that are proposed in the current master plan. A reduction from five to four fields can be estimated to reduce professionally contracted ball field trip generation impacts by 20%. However, additional impacts may be associated with other uses of this area, such as an aquatic center or parking.

**City Owned and Operated Ball Fields.** This alternative would implement the same general facilities of the Master Plan (see Figure 2-4 in Section 2.0, *Project Description*), but would not be built to the same construction standards. The eastern portion of the site that is proposed to be contracted to a professional sports facility provider (baseball/softball fields) would be built to city standards, and the following project components would be omitted:

- *A 6,000-8,500 square foot restaurant;*
- *Eight-foot outfield painted replica walls for each field;*
- *Ten-foot perimeter fencing, gates and turnstile;*
- *On-site administration and marketing structures;*
- *Replica facades and design features; or*
- *Stadium seating and dug-outs.*

This alternative is being considered as a potential method of reducing traffic and resultant air quality impacts that would be associated with league-play hosted by a professional contracted recreational provider.

The No Project Alternative is considered environmentally superior overall, since no environmental impacts would occur. Either the Reduced Project Alternative or the City Owned and Operated Ball Fields could be found to be environmentally superior to the proposed project as each is superior in some respects. Specifically, the City Owned and Operated Ball Fields Alternative would have the least impact among the development scenarios considered with respect to such issues as traffic, air quality, and noise. The Reduced Project Alternative would have slightly reduced traffic, air quality and noise impacts. However, each of the impacts identified under the proposed project can be mitigated to levels that are less than significant.

The No Project alternative is not considered a desirable alternative because it would leave the project site predominantly undeveloped and would conflict with Development Policy 16 of the Parks and Recreation Element of the City of Oxnard 2020 General Plan that states "*the City shall support efforts to develop regional facilities (e.g. College Park, McGrath Park/Mandalay Beach and RV parks) that are easily accessible to Oxnard's population.*" College Park has been partially developed for decades, and implementation of projects under the proposed College Park Master Plan would afford additional recreational opportunities to the citizens of Oxnard. Thus, the No project alternative is not considered a viable option.

The Reduced Project Alternative would have the same Class of impacts as the proposed project even though it would reduce lighting and parking impacts if the eastern ball field was converted to a parking lot. The Reduced Project Alternative would reduce the impacts slightly, but would not reduce them substantially enough to forego mitigation. Additionally, although the Reduced Project Alternative would still be taking advantage of a source of privatization, which is consistent with applicable Recreation policies, the project would reduce the level of privatization that is proposed in the Master Plan. The City of Oxnard 2020 General Plan Parks and Recreation Element Development Policy 2 states that *"The City shall continue its aggressive policy of pursuing all possible methods of funding to identify the cost-effective approaches to developing improving and maintaining facilities"*. In addition, Development Policy 5 states that *"The City shall explore ways to stimulate additional development of recreational facilities by the private sector"*. Therefore, because all of the proposed project's environmental effects can be reduced to a less than significant level through implementation of mitigation measures identified in the EIR, implementation of this alternative in lieu of the proposed project is not necessary.

The City Owned and Operated Ball Fields Alternative would have increased benefits for air quality and parking, but would have substantially more policy impact due to lack of privatization. The City Owned and Operated Ball Fields Alternative is likely to require fewer parking spaces when compared with the proposed project; however this adverse impact can be mitigated to a level of insignificance through phased parking development, and additional consideration to parking demand, off-site alternatives, and event scheduling prior to full buildout of the park (Phase IV development). Additionally, the City Owned and Operated Ball Fields Alternative would not result in creation of a park with private funding for ongoing maintenance, would not have the regional draw that would be associated with the proposed project and would thus be inconsistent with City of Oxnard 2020 General Plan Parks and Recreation Element Development Policies 2, 5 and 16. Therefore, because all of the proposed project's environmental effects can be reduced to a less than significant level through implementation of mitigation measures identified in the EIR, implementation of this alternative in lieu of the proposed project is not necessary.

**FINAL  
MITIGATION MONITORING AND REPORTING PROGRAM**

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Environmental Impact Report, specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with individual conditions of approval contained in the Mitigation Monitoring and Reporting Program (MMRP).

In order to implement this MMRP, the City of Oxnard will designate a Project Mitigation Monitoring and Reporting Coordinator ("Coordinator"). The coordinator will be responsible for ensuring that the mitigation measures incorporated into the project are complied with during project implementation. The coordinator will also distribute copies of the MMRP to those responsible agencies identified in the MMRP, which have partial or full responsibility for implementing certain measures. Failure of a responsible agency to implement a mitigation measure will not in any way prevent the lead agency from implementing the proposed project.

The following table will be used as the coordinator's checklist to determine compliance with required mitigation measures.



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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<b>AESTHETICS</b>							
<b>AES-3(a) Lighting Standards.</b> The applicant shall design exterior building and parking lot lighting, and recreational fields that sheds light pools only on the project site, incorporating "cut-off" shields or visors as appropriate to prevent an increase in lighting at adjacent residential uses. The level of spillover lighting shall be limited to less than one candle foot at 150 feet away from the sports field. Landscape illumination and exterior sign lighting shall be accomplished with low-level, unobtrusive fixtures. Such lighting shall be shielded to direct light pools away from off-site viewers.	Review of lighting plans to verify compliance and field verification following construction.	Review of lighting plans prior to issuance of building permit; field verification prior to occupancy clearance.	Once for review of lighting plans; once for field verification	DS			
<b>AES-3(b) Eastern Ball Field Lighting Standards.</b> The applicant shall design the eastern --most ball field closest to Olds Road in a manner such that the residences are not affected by more than one candle-foot of light at their property boundaries. The project shall incorporate planting of windrows such that the eastern and northeastern boundaries will contain contiguous plantings of fast growing trees such as eucalyptus that would provide additional buffer from night lighting upon maturity. Compliance will be verified by Development Services through a lighting plan check prior to issuance of permits for Phase III construction.	Review of lighting plans to verify compliance and field verification following construction.	Review of lighting plans prior to issuance of building permit; field verification prior to occupancy clearance.	Once for review of lighting plans; once for field verification	DS			
<b>AIR QUALITY</b>							
<b>AQ-1(a) Dust Control Measures.</b> The following shall be implemented during grading and construction to control dust.  1) The area disturbed by clearing, grading, earth	Review of applicant-prepared construction plans and field	Review of construction plans prior to issuance of grading permit;	Once for review of construction plans; field verification periodically	DS			

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<p>moving, or excavation operations shall be minimized to prevent excessive amounts of dust.</p> <p>2) Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavating activities. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.</p> <p>3) Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:</p> <p>a) All trucks shall be required to cover their loads as required by California Vehicle Code Section 23114.</p> <p>b) All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.</p> <p>4) Graded and/or excavated inactive areas of the construction site shall be monitored at least weekly for dust stabilization. Soil stabilization methods shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, it shall be seeded and watered until grass growth is</p>	verification of compliance	field verification during grading and construction	throughout grading and construction				

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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evident, or periodically treated with environmentally safe dust suppressants, to prevent excessive fugitive dust.  5) Signs shall be posted on-site limiting traffic to 15 miles per hour or less.  6) During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to affect adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust from being an annoyance or hazard, either off-site or on-site.  7) Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.  8) Personnel involved in grading operations, including contractors and subcontractors, shall wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.  9) Shaker plates shall be installed at all truck exits from the site.  10) Dust control requirements shall be shown on all grading plans.							
<b>AQ-1(b)</b> Construction Equipment Controls. The following shall be implemented during construction to minimize emissions of ozone precursors.  1) Construction contractors shall minimize equipment idling time throughout construction. Engines shall be turned off if idling would be for more than five minutes.	Review of applicant-prepared construction plans, with printed notes for verification of	Review of construction plans prior to issuance of grading permit; field verification during grading	Once for review of construction plans; field verification periodically throughout grading and	DS			

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2) Equipment engines shall be maintained in good condition and in proper tune as per manufacturers' specifications. 3) The number of pieces of equipment operating simultaneously shall be minimized. 4) Construction contractors shall use alternatively fueled construction equipment (such as compressed natural gas, liquefied natural gas, or electric) when feasible. 5) The engine size of construction equipment shall be the minimum practical size. 6) Heavy-duty diesel-powered construction equipment manufactured after 1996 (with federally mandated clean diesel engines) shall be utilized wherever feasible. 7) During the smog season (May through October), the construction period should be lengthened so as to minimize the number of vehicles and equipment operating at the same time.	specifications and field verification of compliance	and construction	construction				
<b>AQ-2(a) Bus Routes and Stops.</b> The City of Oxnard shall work with SCAT to develop additional bus routes and stops on and near College Park.	Submittal of compliance documentation such as emails, letters, etc. and or cc Development Services on all correspondence	Prior to occupation of Phase III, the BLD component	Once, prior to occupation of Phase III	DS and PFS			
<b>AQ-2(b) Bicycle Parking.</b> Bicycle parking facilities shall be placed at convenient locations throughout the park.	Review of applicant-prepared construction plans and field	Review of construction plans prior to issuance of building permit	Once for review of construction plans; field verification upon completion of	DS			

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					Initial	Date	Comments
	verification of compliance		construction				
<b>AQ-2(c) Structure Orientation.</b> Structures shall be oriented to facilitate the use of passive solar energy.	Review of applicant-prepared construction plans	Review of construction plans prior to issuance of building permit	Once for review of construction plans for each phase	DS			
<b>AQ-2(d) Energy Efficient Windows.</b> Energy-efficient windows shall be installed in all new buildings.	Review of applicant-prepared construction plans	Review of construction plans prior to issuance of building permit	Once for review of construction plans for each phase	DS			
<b>AQ-2(e) TDM Fees.</b> The project shall provide payment of fees to a suitable Transportation Demand Management Plan Fund based on the 3.51 lbs/NOx per day exceedance of the threshold prior to operation of Phase IV provided that usage and trip generation is equivalent to 56,000 square feet of "community center". Fees shall be based on the unit cost for NOx in effect at the time the fee is to be paid, and the VCAPCD guidelines formula of :  $(\text{excess emissions lbs/day}) \times (\text{unit cost NOx}) \times (\text{days in operation}) \times (3 \text{ years}) = \text{Total cost}$  Payment of fees is required prior to operation of Phase IV components.	Verification of fee payment	Prior to issuance of building or development permits for Phase IV construction	Once.	DS			
<b>BIOLOGICAL RESOURCES</b>							
<b>BR-1(a) Butterfly Habitat Replacement.</b> Impacts to trees (and their associated vegetative understory) utilized by monarch butterflies shall be avoided when feasible, or replaced in kind with mature specimens of the same	Biologist review of construction and landscape plans and submittal of a	Prior to tree removal or issuance of grading,	Four times, once before each phase of development	PFS			

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species adjacent to or nearby their prior location. Where conditions allow, plant palettes should incorporate plants favored by monarchs for nectaring. Specifically, an east to west dense windrow of trees shall be replanted at the south end of the most southern soccer field north of the new perimeter road.	letter report by a qualified biologist recommending replacement planting and preservation areas.	building or development permits for each phase of development					
<b>BR-1(b) Butterfly Habitat Preservation.</b> Any alternate indoor facility, as shown on the Conceptual Site Plan, Figure 2-4, Letter T, shall be relocated to the northern soccer fields near parking lot R to preserve the southern area between the windrows as open flying area.	Biologist review of construction plans and submittal of a letter report	Prior to issuance of building or development permits for each phase of development	Four times, once before each phase of development	PFS			
<b>BR-1(c) Butterfly Habitat Preservation.</b> No barbeque facilities shall be located between the southwest end of the wetland enhancement area and the adjacent easternmost windrow or within 100 feet of this grove.	A plan check will be conducted with field verification to follow upon completion of construction	Prior to issuance of building or development permits for each phase of development	Four times, once before each phase of development	PFS			
<b>BR-1(d) Butterfly Re-Survey.</b> In the winter (November-early January) prior to construction, a re-survey for monarch butterfly aggregation sites within tree rows in the project area shall be conducted by a qualified biologist. A report documenting the results of the survey shall be prepared and submitted to the Parks and Facilities Superintendent for review and approval prior to issuance of grading permits or tree removal. If monarch butterflies are found to aggregate (concentration of hundreds to thousands of individuals) in locations other than the two primary sites discussed above, then those trees shall be either retained where feasible and new trees and nectary sources provided adjacent to other	The results of the survey shall be submitted in written format for verification. A plan check will be conducted to verify compliance with survey results and site inspection during construction	Review survey results prior to issuance of the grading permit for each project phase. Site inspect as necessary during construction	Review survey results once for each phase of development to occur during November - January. Site inspect as necessary during construction	PFS			

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onsite suitable habitat if the trees are removed.							
<b>BR-1(e) Butterfly Avoidance.</b> All construction work must be conducted at least 100 feet from any identified aggregation (concentration of hundreds to thousands of individuals) until the area is no longer being utilized by monarch butterflies.	Delineate 100 foot buffers with tape as exclusion areas if aggregation of hundreds to thousands of monarchs is identified	During construction activities	Periodic field verification during construction activities that occur between November and January	PFS			
<b>BR-2(a) Nesting bird survey.</b> Developer shall contract with a qualified biologist to conduct nesting bird surveys within the windrows and wetland areas prior to construction activities between the months of March and September. A copy of the contracts and reports for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to issuance of project permits.	Nesting Bird Survey and associated documentation	Prior to construction activities including tree removal, grading and general construction activities	Prior to construction activities that would occur between the months of March and September. Frequency dependent on construction timing	PFS			
<b>BR-2(b) Establishment of appropriate buffers.</b> In the event that nesting raptors are observed within 250 feet of construction, species-specific exclusion buffers shall be established until the nestlings have fledged.	Delineate 250 foot buffers with tape as exclusion areas around nesting raptors if identified	During tree removal, grading or general construction activities	Periodic field verification during construction activities that occur between November and January	PFS			
<b>BR-2(c) Construction outside of the nesting season.</b> When possible, construction activities that would have a direct impact on windrows should be conducted between October and February when nesting birds are least likely to occur.	Construct outside of the nesting bird season if feasible	During Construction activities	None Necessary	PFS			

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					Initial	Date	Comments
<b>BIO-4(a) Wetland Conservation.</b> The existing riparian habitat shall be incorporated into park planning as a landscape and aesthetic element, and preserved at its current size as much as feasible.	Minimize disturbance to existing riparian habitat during expansion of the wetland/detention basin	During design and construction of detention basin expansion	Once during prior to finalization of detention basin plans, periodically during construction of detention basin	PFS			
<b>BIO-4(b) Biologist/Engineer Coordination.</b> Wetland enhancement by the expansion of either open water or emergent habitats should be pursued under the guidance of a qualified restoration biologist with reference to local native flora and fauna in coordination with the project drainage engineer to insure that the wetland retains its biological function and performs drainage functions in accordance with recommendations included in Section 4.6, <i>Hydrology and Water Quality</i> .	Cooperative involvement of restoration biologist and project drainage engineer during preparation of plans for expanded detention basin.	Prior to finalization of plans for expanded detention basin.	Once	PFS			
<b>BIO-4(c) Wetland Buffers.</b> A buffer of 10 to 25 feet from the edge of wetland vegetation to the nearest sprinkler area will filter out most fertilizers and pesticides. Runoff may be directed to the wetland, but must pass through a swale for cleaning prior to entering the wetland. Sedges, rushes, and cattails may be incorporated into the swale for filtration depending on the water regime.	Buffers shall be incorporated into the plans for the detention basin.	Prior to finalization of plans for the detention basin	Once	PFS			
<b>BIO-4(d) Wetland Access.</b> Project design shall consider incorporation of fencing and a viewing platform to discourage direct access to vegetation and water by park visitors.	These elements shall be incorporated into the plans if feasible.	Prior to finalization of the plans	Once				

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<b>CULTURAL RESOURCES</b>							
<b>CR-2(a) Native American Monitoring.</b> Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a monthly report to the Planning Division summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to grading activities on site. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permits.	Field verification that a monitor is present during grading and trenching	During grading and trenching	Periodically during grading and trenching	PFS and DS			
<b>CR-2(b) Procedures for Discovery of Intact Cultural Resources.</b> In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Chumash representative shall monitor any mitigation work associated with Native American cultural material.	Field verification during grading and construction through notification by monitor to Parks and Facilities Superintendent	During grading and construction	Periodically during grading and construction	PFS			
<b>CR-2(c) Procedures for Discovery of Human Remains.</b> If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC.	Field verification during grading and construction	During grading and construction	Periodically during grading and construction	PFS			

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					Initial	Date	Comments
<i>Option 1. This option assumes adaptive reuse and documentation in accordance with the Secretary of the Interior's Standards.</i>							
<b>CR-3(a) Documentation.</b> Archival quality photographs of the interiors and exteriors of the eligible buildings on the property shall be taken. Further recordation shall include measured drawings of the interior of the two houses and a landscape survey of existing materials prepared by a qualified arborist/landscape architect. The archival quality photographs, a copy of this historic report, the landscape survey and measured drawings shall be packaged into a final report with copies filed at the Oxnard Library and the Ventura County Museum of History and Art Library. One copy should remain with the Parks Department. Compliance will be verified by the Parks and Facilities Superintendent prior to modification of the existing conditions.	Historical Resource documentation including photographs, landscape survey, and measured drawings of Petit Ranch houses to be prepared and filed with Oxnard Library, Ventura County Museum of History and Art and Parks and Facilities Division	Prior to alteration of any components on the North Parcel	Once prior to any development or alteration of components on the North Parcel	PFS			
<b>CR-3(b) Design.</b> An historic preservation plan for the property/structures shall be prepared by a qualified preservation professional. The plan shall include the preservation of the historic buildings and landscape elements, and be prepared in conformance with the Secretary of the Interior's Standards. The plan shall consider the design and location of the additional facilities planned for the four-acre parcel, the adaptive reuse of the historic ranch houses and landscape features, as well as a maintenance plan for the historic buildings. The location and design of any new buildings constructed should take into account the location and design of buildings on the ranch, which are no longer extant. Compliance will be verified by the Parks and Facilities Superintendent through plan check prior to application for development permits.	The applicant shall retain a historic preservation professional to prepare a preservation plan for adaptive reuse of the Petit Ranch residences and landscape features	Prior to alteration of any components on the North Parcel	Once prior to any development or alteration of components on the North Parcel	PFS			
<b>CR-3(c) Interpretation.</b> One room of the main house shall be designated for a permanent exhibit	Inclusion of a room of the main	Prior to application for	Once, prior to application for	PFS			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
interpreting the history of Petit Ranch and agriculture on the Oxnard Plain. The interpretive display shall be designed by a qualified historic preservation professional or museum curator. The display may include photographs and artifacts from the Petit family or other materials, which relate to the historic themes. Compliance will be verified by the Parks and Facilities Division Superintendent through confirmation of a contract for services with a museum curator/historic preservation professional prior to application for development permits.	house that would be dedicated to displaying Petit Ranch historical documents	development permits on the north parcel	development permits				
<b>CR-3(d) Maintenance.</b> During periods when the structures are not occupied, the structures shall be secured in an appropriate manner so as to prevent vandalism and theft of historic features. Compliance shall be verified by the Parks and Facilities Division Superintendent.	Incorporation of usage policies/security elements that are intended to secure the historic features. A letter shall be composed that documents aspects of compliance	Prior to development of the first phase	Once, prior to development of the first phase	PFS			
<i>Option 2.</i> If the Parks and Facilities Division determines that adaptive reuse of the structures on site is not feasible, and that relocation of the structures is feasible, then the following mitigation measures shall be implemented.							
<b>CR-3(f) Document and Relocation.</b> Implement CR-3(a). Also, retain an Historic Preservation Professional to review relocation proposals for the two residences and advise regarding selection of the most appropriate proposal in accordance with relevant portions of the <i>Secretary of the Interior's Standards</i> .	The applicant shall retain a historic preservation professional to advise regarding selection of the most appropriate site for relocation. A letter report	Prior to securing a relocation site for the residences	Once, prior to selection of a relocation site	PFS			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
	shall be submitted by the Historic Professional						
<b>CR-4(a) Eucalyptus Windrow Protection.</b> Developer shall contract a qualified arborist to inventory the trees, provide a health report, and preserve all healthy trees. The arborist shall devise a maintenance plan for the trees that would be adopted and carried out in accordance with park maintenance activities. The monitor shall provide a monthly report to the Parks and Facilities Superintendent summarizing their activities during the reporting period. A copy of the contract for these services shall be submitted to the Parks and Facilities Superintendent for review and approval prior to site grading.	The applicant shall retain a qualified arborist to provide an inventory and make recommendations for preservation and maintenance of the windrows	Prior to any tree removal and issuance of grading or development permits	Once prior to tree removal and issuance of grading or development permits	PFS			
<b>CR-4(b) Eucalyptus Windrow Protection.</b> The qualified arborist retained to perform the inventory, health report, and maintenance plan shall be provided with a copy of mitigation measures BR-1(a-e) and BR-2(a-c) pertaining to monarch butterflies and nesting birds within the windrows, and shall avoid conflicts with these mitigation measures during design of the maintenance plan and removal of any dead or diseased windrow trees. Compliance will be verified by the Parks and Facilities Division Superintendent.	Provide arborist with mitigation measures regarding nesting birds and butterflies to insure that maintenance of windrows does not conflict with other biological resources	Prior to development of the windrow inventory and maintenance plan	Once prior to development of the windrow inventory and maintenance plan	PFS			
<b>GEOLOGY &amp; SOILS</b>							
<b>GEO-2 Geotechnical Evaluation.</b> The applicant shall retain a consultant to perform a geotechnical evaluation of the project site. The applicant shall incorporate recommendations contained within the geotechnical evaluation into all buildings, structures, foundations and utilities, as applicable. The geotechnical evaluation and plans that include the	The applicant shall perform a geotechnical evaluation for the project site and design all facilities according to	Prior to grading and construction activities	Once, prior to grading and construction activities associated with construction of any structures	DS and PFS			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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recommendations of the geotechnical evaluation shall be submitted to Development Services Department for review prior to issuance of a development permit. Compliance will be verified by the Parks and Facilities Division Superintendent.	recommendations provided therein. Submittal of a plan and report to Development Services would show compliance						
<b>GEO-3(a) Phase II Environmental Site Assessment.</b> The applicant shall retain a consultant to perform a Phase II Environmental Site Assessment focusing on the recognized environmental conditions identified in the Phase I. If contamination is found, additional assessment to determine the extent and/or remediation may be required to reduce the levels to those considered acceptable for park use. The results of the Phase II Environmental Assessment shall be submitted to the Development Services Department for review prior to issuance of a grading permit. Compliance will be verified by the Parks and Facilities Division Superintendent.	The applicant Shall retain a consultant to perform a Phase II Environmental Site Assessment	Prior to issuance of grading or development permits	Once prior to issuance of grading or development permits	DS and PFS			
<b>GEO-3(b) Soil Contamination.</b> If contamination is found during the Phase II Environmental Site Assessment, the applicant shall follow the recommendations contained in the Phase II Environmental Site Assessment to insure that soil/groundwater contamination levels are within acceptable ranges for park use. Documentation showing that contamination levels are within acceptable ranges shall be submitted to the Development Services Department for review prior to issuance of a grading permit. Compliance will be verified by the Parks and Facilities Division Superintendent.	Implement remediation if deemed advisable upon receipt of recommendations contained in the Phase II Environmental Site Assessment.	Prior to issuance of grading or development permits	Once prior to issuance of grading or development permits	DS and PFS			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<b>HYDROLOGY</b>							
<p><b>H-1 Stormwater Pollution Prevention Plan.</b> Prior to initiation of grading for any phase of development of College Park, the developer shall prepare a Stormwater Pollution Prevention Plan for the site. The SWPPP shall fully comply with RWQCB requirements and shall contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. BMPs that could be implemented include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Use of silt fences, hay bales, sand bags, berms, and/or silt and debris basins to retard movement of water and separate sediment and other contaminants.</li> <li>• Use of slope stabilizers, including natural fiber erosion control blankets of varying densities according to specific slope/ site conditions, to reduce erosion.</li> <li>• Watering of graded areas with an adequate yet conservative amount water</li> <li>• Cessation of grading operations in high winds (i.e., greater than 15 mph).</li> <li>• Proper recycling of construction-related materials and equipment fluids (e.g., concrete dust, cutting slurry, motor oil and lubricants).</li> </ul>	Review of SWPPP; field verification during grading and construction.	Plan review prior to initiation of grading; field verification periodically during grading and construction.	Once for plan review; periodically for field verification.	DS and PWD			
<p><b>H-2 Drainage System Improvements.</b> The developer shall implement the drainage system improvements identified in the proposed drainage plan and as recommended by Penfield &amp; Smith (2005). Drainage system improvements shall include, but are not limited to, the following:</p>	Review of final engineering plans to verify compliance and field verification following construction	Review of final engineering plans prior to issuance of building or development permits; field verification prior	Once for plan review; once for field verification	DS and PWD			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<ul style="list-style-type: none"> <li>Drainage system improvements should be designed with the goal of retaining as much surface runoff as feasible on-site</li> <li>The curb inlets that currently serve sub-basin area 102 shall be disconnected from their current terminal discharge pipe and reconnected to a new drainage pipe to convey runoff to the north to the proposed retention basin; the terminal discharge pipe shall have the same discharge capacity in order to meter the discharge from the improved retention basin</li> <li>The current bottom elevation (27.0 feet) of the existing retention basin shall be maintained to minimize the potential for groundwater intrusion; during final design, the existing groundwater conditions shall be evaluated in order to design the retention basin such that groundwater intrusion is avoided</li> </ul> <p>Drainage plans shall be submitted to the Development Services Department for review prior to issuance of grading permits, in order to ensure that the drainage system improvements are adequate to serve the proposed development. Compliance will be verified by the Parks and Facilities Division Superintendent.</p>		to occupancy clearance					
<p><b>H-3 Stormwater Management Plan.</b> The developer shall prepare a Stormwater Management Plan that satisfies the requirements of the SQUIMP. The plan should include, but is not limited to, the following measures that are designed to address areas of concern identified in the SQUIMP and the hydrological study (Penfield &amp; Smith 2005) prepared for the proposed project:</p> <ul style="list-style-type: none"> <li>Control of peak stormwater runoff discharge rates</li> </ul>	Review of final engineering plans to verify compliance and field verification following construction	Review of final engineering plans prior to issuance of building permit; field verification prior to occupancy clearance	Once for plan review; once for field verification	DSD and PWD			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<ul style="list-style-type: none"> <li>Use of an extended detention basin for treatment control; the detention basin shall be designed to detain the storm water quality design volume for a period of 40-hours and restrict the watershed peak outflow to levels compatible with the existing Rose Avenue storm drain; fencing shall be provided around the detention basin</li> <li>Conservation of natural areas</li> <li>Minimization of stormwater pollutants of concern</li> <li>Catch basin filters</li> <li>Proprietary treatment devices placed in the main storm drain infrastructure</li> <li>Grass swale filters</li> <li>Extended impoundment facilities that allow sedimentation of pollutants to occur</li> <li>Provision of storm drain system stenciling and signage</li> <li>Proper design of outdoor material storage areas</li> <li>Proper design of trash storage areas</li> <li>Proof of ongoing BMP maintenance</li> <li>Proper design and treatment of runoff from parking lots</li> </ul> <p>The stormwater management plan shall be submitted to Development Services for review prior to issuance of grading permits, in order to ensure that the drainage system improvements satisfy the requirements of the SQUIMP. Compliance will be verified by the Parks and Facilities Division Superintendent.</p>							
<b>NOISE</b>							
<b>N-1(a) Construction hours.</b> Construction activity within the park shall be limited to between 7:00 AM and 6:00 PM, Monday through Friday. Compliance will be verified by the Parks and Facilities Division	Review of applicant-prepared construction plans which shall contain	Review of construction plans prior to issuance of	Four times, for review of construction plans prior to each	PFS			

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**Draft Mitigation Monitoring and Reporting Program**

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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Superintendent.	notes regarding timing limitations and field verification of compliance.	grading, development, or building permits; field verification during grading and construction	phase of development; field verification periodically throughout grading and construction.				
<b>N-2(a) Truck Operations.</b> Onsite trash pickup services, street and parking lot sweeping, landscape maintenance, and truck deliveries shall be restricted to between the hours of 6 AM and 10 PM. Compliance will be verified by the Parks and Facilities Division Superintendent.	Incorporation of these stipulations into park operational guidelines. A copy of the guidelines shall be kept on file with Development Services and the Parks and Facilities Division and shall be given to applicable contractors	Prior to occupancy of Phase III	Once, prior to occupancy of Phase III	DS and PFS			
<b>N-2(b) Speed Limit.</b> The onsite circulation system shall not allow speeds in excess of 20 miles per hour to reduce ambient noise generation. Compliance will be verified by the Parks and Facilities Division Superintendent.	Incorporation of speed limit into project design. Plan check for note compliance and field verification upon completion of Perimeter Road	Once, prior to issuance of development permits, once for field verification following construction of Perimeter Road	Twice, once for plan check, and once for field verification	PFS			
<b>PUBLIC SAFETY</b>							
<b>PS-1 Police Department Coordination.</b> The Parks and Facilities Department shall work closely with the Oxnard Police Department Crime Analysis Unit prior to the final design of each phase of	Incorporation of crime deterrents into project design. Coordination	Prior to finalization of Phased Development	Four times, once for each phase of development	PD and PFS			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p>development identified in the College Park Master Plan, in order to ensure the development of adequate security measures for the construction and occupancy/use of development. Such measure may include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Comply with all recommendations of the City of Oxnard Police Department, relative to building design, doors, locks, visibility, etc. in the preparation of the final plans;</li> <li>• Include the Oxnard Police Department in the plan check process, so the department can recommend specific improvements prior to the use of the facilities proposed in each phase of development;</li> <li>• Implement fencing and security measures during the construction phases, subject to the review and approval of the City of Oxnard Police Department;</li> <li>• Restrict on-site parking during non-operational hours; and,</li> <li>• Provide on-site, private security personnel.</li> </ul> <p>Grading and construction plans shall be submitted to the City of Oxnard Police Department for review and approval during plan check review. Compliance will be verified by the Parks and Facilities Division Superintendent.</p>	<p>between the City Police Department and Parks and Facilities Division</p>	<p>and construction plans</p>					
<b>TRANSPORTATION/CIRCULATION</b>							
<p><b>T-2a Driveway Design.</b> The proposed driveway on the Olds Road/Butler Road intersection shall include, but is not limited to, the following design features:</p> <ul style="list-style-type: none"> <li>• The driveway shall be designed to accommodate</li> </ul>	<p>Review of final building plans to verify compliance and field verification following</p>	<p>Review of final building plans prior to issuance of building or development permits; field</p>	<p>Once for review of building plans; once for field verification</p>	<p>PWT</p>			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p><i>both vehicular and bicycle traffic;</i></p> <ul style="list-style-type: none"> <li><i>The project would include installation of a signal head for the westbound approach (park entrance), and would provide signing, striping, and signal phasing upgrades to the intersection based on City standards.</i></li> </ul> <p>A site plan and engineering details shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits in order to ensure that the design elements are incorporated.</p>	construction	verification prior to occupancy clearance					
<p><b>T-2b Driveway Design.</b> The proposed driveway on the Olds Road/Butler Road intersection shall include, but is not limited to, the following design features:</p> <ul style="list-style-type: none"> <li><i>The width of the driveway shall be a minimum of 40 feet.</i></li> <li><i>The driveway shall be wide enough to accommodate both vehicular and bicycle traffic;</i></li> <li><i>The driveway intersection shall be controlled by a stop sign on the park entrance approach;</i></li> <li><i>Sufficient sight distance shall be provided from the driveway to the right onto Olds Road; and,</i></li> <li><i>The distance between the public road and the proposed parking area located to the west of the driveway shall be a minimum of 30' in order to provide storage for vehicles entering the park.</i></li> </ul> <p>A site plan and engineering details shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits in order to ensure that the design elements are incorporated.</p>	Review of final building plans to verify compliance and field verification following construction	Review of final building plans prior to issuance of building or development permits; field verification prior to occupancy clearance	Once for review of building plans; once for field verification	PWT			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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<p><b>T-3 Bicycle and Pedestrian Circulation.</b> A bicycle and pedestrian circulation plan shall be incorporated into the College Park Master Plan. The plan shall include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• The project shall comply with the City's Bicycle and Pedestrian Master Plan;</li> <li>• The on-site perimeter road shall be designed to accommodate bicycle circulation, unless a separate bicycle path is provided on-site;</li> <li>• Bicycle parking facilities shall be provided on-site (e.g., near the proposed Community Center, soccer fields, and ball fields);</li> <li>• Bicycle circulation shall be integrated with the existing bike lanes along Rose Avenue;</li> <li>• On-site pedestrian circulation shall be integrated with perimeter sidewalks;</li> <li>• Sidewalks shall be constructed along Olds Road south of the proposed park entrance; and,</li> <li>• Bicycle access via the proposed driveway on the Olds Road/Butler Road intersection shall be designed to accommodate the design features required in Mitigation Measure T-2.</li> </ul> <p>The bicycle and pedestrian circulation plan shall be submitted to the Public Works Department Transportation Planning Division for review prior to issuance of grading and building permits.</p>	Review of final building plans to verify compliance and field verification following construction	Review of final building plans prior to issuance of building or development permits; field verification prior to occupancy clearance	Once for review of building plans; once for field verification	PWT			
<p><b>T-4(a) Phased Parking Development.</b> Each phase of development shall be designed to include adequate parking to support the associated demands per the uses and phases listed in Table 4.10-6. Compliance will be verified by the City of Oxnard</p>	Review of final building plans to verify compliance and field verification	Review of final building plans prior to issuance of building or development	Four times, once for each phase of development with subsequent field verification	PWT			

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Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
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Traffic Engineer prior to site development for each phase.	following construction	permits; field verification prior to occupancy clearance					
<b>T-4(b) Phase IV Parking.</b> Upon development of Phase IV, College Park events that result in full utilization of onsite facilities shall be scheduled such that they do not occur concurrently onsite, unless pre-arranged off-site parking is provided. Prior to development of Phase IV, a parking demand study shall be completed in order to determine the potential parking space surplus available off-site for College Park events. Compliance will be verified by the City of Oxnard Traffic Engineer prior to Phase IV site development.	Applicant shall retain a consultant to analyze parking capacity on and off site to meet demands associated with Phase IV development. Scheduling restrictions would be rolled into park operational procedures	Prior to development of Phase IV	Once prior to development of Phase IV	PWT			
<b>T-5 County Roads.</b> The College Park Master Plan shall address impacts to County roads by phase through compliance with the "Reciprocal Traffic Mitigation Agreement".	The City shall provide funds to the County based on their "Reciprocal Traffic Mitigation Agreement" Submission of a fee payment verification to Development Services	Prior to each phase of development	Four times, once for each phase of development	PFS and DS			

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**AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this            day of           , 2006, by and between the City of Oxnard, a municipal corporation ("City"), and RJM Design Group, Inc. ("Consultant").

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 these 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 services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") and shall be performed under the general direction of the City Manager or 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 made by Consultant which may be disclosed during review of 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

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Larry P. Ryan 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 services under this Agreement, including a City business license.

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 19, 2006, and expire on June 30, 2007.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten 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 \$1,709,000 for services and \$170,900 for reimbursement of expenses provided under this Agreement 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 Consultant's 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 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 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 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 services under this Agreement. All expenses incident to the performance of services under this Agreement 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 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

#### 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 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 all 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 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

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

## 22. Insurance

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

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

c. Maintenance of proper insurance coverages by 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

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

Consultant agrees to comply with applicable City, State, and federal laws, rules, and regulations, in force at the time services are performed, 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 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 RJM Design Group, Inc., 31591 Camino Capistrano, San Juan Capistrano, CA 92675 Attention: Larry P. Ryan, Principal.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W. Third St., Oxnard, California 93030, Attention: Cynthia Daniels, Project Manager.

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 to in writing by both Manager and Consultant.

42. Entire Agreement

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

**CITY OF OXNARD:**

**CONSULTANT:**

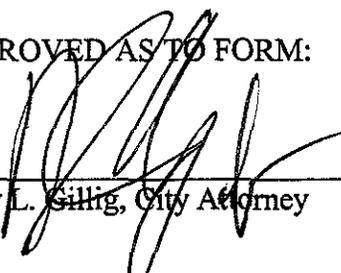
\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

  
\_\_\_\_\_  
Larry P. Ryan, Principal

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Lou Balderrama, City Engineer

## EXHIBIT A

The Consultant scope of services outlines the various tasks associated with the preparation of the College Park Project. Tasks and methodology below are based upon the original project Request for Proposal (RFP), meeting and discussions, and consultant experience with similar projects. The scenario described below is flexible and can be modified to better meet City's needs. The preliminary project schedule provides additional information regarding the anticipated sequence of major project milestones.

In collaboration with the City, the Consultant shall review, elaborate upon, and clarify the overall objectives for the development of the College Park Project. Consultant shall also verify the expected goals and criteria to be met within each phase of the Consultant services. During this review, Consultant shall determine appropriate procedures to promote efficient working relationships and communication among all participants who need to interact with the Consultant. A comprehensive list of features to be provided in College Park is identified in the legend of the adopted College Park Master Plan (November 2004)

### PHASE I MASTER PLAN

#### **TASK 1 PROJECT FAMILIARIZATION**

- A. Meet with the City to review project scope, understand key project issues, requirements for the site, refine time schedules and review the existing site documentation. Discuss and identify the preferred method of interacting with other vested entities; Big League Dreams (BLD), Sport Organizations, Trail Advocates, Environmentalist, etc. and City departments.
- B. Review all documentation available from the City pertaining to this project, including available boundary survey, topographic map in digital format, aerial photo, title report, existing plans and reports, "As-built" plans, environmental assessment, and proposed adjacent development to plans.
- C. Review state and local codes and standards applicable to the site development.
- D. Review available base map and resource information. In general, the Consultant anticipates the following resources will be necessary to be furnished by the City to Consultant:
  - 1. As built information of existing facilities/utilities.
  - 2. Legal description and/or Title Report (including easements).
  - 3. Environmental Impact Report (EIR) (as available).
  - 4. Related Studies/documents.
  - 5. "BLD" Program elements (number/size of building components).  
*Note: Fields and Architectural Elements shall be provided in AutoCAD format.*
  - 6. "City" Program Elements outlined on the College Park Master Plan dated September 27, 2002 as revised in 2004.

7. Arborist report summarizing tree varieties, size status and general recommendations regarding preservation, removal and maintenance guidelines.
  8. Penfield & Smith Drainage Plan and /or Hydrology Study (2005) as referenced in the Mitigation Monitoring and Report Program.
- E. Prepare aerial mapping and site topographic survey for the 75 acre site area, indicating all structures, above ground appurtenant items, and 1' contour intervals.
1. Set aerial targets with control and research.
  2. Coordinate with City Survey Crew to utilize their tree trunk/location survey data, and combine it with the new site topo survey.
  3. Aerial topography.
  4. Provide digital file and hard copy format of survey.

*MEETINGS: (1) Kickoff meeting with key players to establish milestones, project goals, obtain documentation and together, establish project schedule. Visual analysis of existing conditions.*

*PRODUCTS: Preliminary schedule, resource document file and aerial mapping, photo, and topographic survey.*

## **TASK 2 EVALUATION OF EXISTING CONDITIONS**

Consultant shall physically review, analyze, and document all existing site assets and deficiencies. The analysis of the site and surrounding relationships shall also be reviewed in regard to potential phasing for site improvements, and for initial and future construction.

- A. Prepare digital base map in AutoCAD format. Note: The Consultant shall utilize the digital topographic base (received from Penfield Smith 4/19/06) for the initial planning analysis and master plan refinements. The new topographic base should be available approximately September 2006.
- B. Conduct visual analysis of existing conditions for the park site including: site access, utilities, drainage, topography, easements, physical limitations, external influences, access, adjacent property relationships and advise the City regarding what additional analysis might be necessary.
- C. Compile a utility availability map showing existing utilities and their locations. Conduct potholing to confirm depth/location of known facilities. *Note: (The potholing service is to be provided on a time and material basis for an estimated amount of \$50,000)*
- D. Meet with representatives from Oxnard Water Division to discuss opportunities for incorporating water quality enhancements and recycled water irrigation lines within the overall project development.
- E. Prepare site analysis and opportunities and constraints map.

- F. Evaluate circulation and site access opportunities for both pedestrian and vehicular traffic.
- G. Prepare traffic analysis for the (2) two proposed secondary entry locations (Rose and Olds) and provide recommendations for design criteria. Provide preliminary lane widths, dimensions, striping, signs and signal modifications.
- H. Prepare preliminary parking study/management plan based upon anticipated uses outlined on existing College Park master plan.
- I. Review City provided "Arborist's" report that evaluates all existing trees to assess their health, vigor and long-term prognosis. This will serve to influence decisions regarding preservation, relocation and/or removal.
- J. Prepare Geotechnical Soils Report, including the nature, distribution and strength of existing soils; and recommendations for grading procedures and design criteria for corrective measures.
  - i. Drill, sample and log twenty (20) borings for buildings and improvement areas at depths of 15' to 50'.
  - ii. Drill, sample and log seven (7) shallow borings for parking lot areas to a depth of 5'.
  - iii. Perform laboratory testing.
  - iv. Prepare a geotechnical engineering and geologic update report to summarize findings, conclusions and recommendations.
- K. Meet with the City to present analysis findings and discuss potential park needs.

*MEETINGS: (1) – City meeting to present and discuss findings  
 (1) – Oxnard Water Division meeting to discuss opportunities*

*PRODUCTS: Minutes for all Project Meetings, base map at 1"=80' scale for site studies; utilities availability map; opportunities and constraints map; site analysis map, site access, traffic analysis exhibits and geotechnical soils report.*

**TASK 3 MASTER PLAN REFINEMENT**

The Master Plan Refinement Phase is an intensive and concentrated scenario of site planning, area projections, and functional relationships.

- A. Prepare "refined" schematic master plan Area "A" based on approved Master Plan, dated September 27, 2002, revised November 2004, and the incorporation of the BLD schematic plan received April 20, 2006. This refined plan shall include, but not limited to site access, parking, BLD sports fields and BLD building components. *Note: The City operated/maintained areas are excluded from the scope of work for Area "A".*

- B. Prepare "refined" schematic master plan Area "B" based on approved Master Plan, dated September 27, 2002, and revised November 2004. This refined plan shall include, but not limited to site access, 24,000 sf Parking Area expansion, (4) Soccer Fields, Restrooms, Playgrounds, (2) Basketball Courts, (1) Volleyball Court, picnic areas and trails. *Note: The Community Center / Gymnasium, Indoor Pool, Heritage Farm Area, Wetland Enhancements Area and BLD Area Improvements are excluded from the scope of work for Area "B".*
- C. Submit schematic master plan to City for review and comment.
- D. Refine plan based upon initial City review, comment and direction.
- E. Prepare schematic floor plans for the anticipated various building types (see Phase II, Item 2 for listing)
- F. Prepare for and attend presentation of refined schematic master plan to City.
- G. Prepare "refined" master plan based upon City comments and direction.
- H. Prepare preliminary grading plan.
- I. Prepare 'refined' parking study/management plan based upon "refined" master plan that includes bicycle parking.
- J. Prepare preliminary construction budget estimate
- Services relating to the development of a Statement of Probable Construction Cost for Areas "A" and "B" based on programming and scheduling studies and consisting of:
- Conversion of programmed requirements to net area requirements.
  - Development of initial approximate gross facility areas.
  - Evaluation of construction market conditions.
  - Application of unit cost data to gross areas.
  - Estimates of related costs such as site and facility development, landscaping, utilities, services, furniture, and equipment.
- K. Meet with City for review of "refined" master plan exhibits and potential project phasing prior to presentation to the City.
- L. Prepare and submit a refined master plan exhibit and preliminary cost estimate for the BLD portion Area "A" and State Funded portion of College Park Area "B".
- M. Prepare for and attend coordination meeting with City to review the "refined" master plan and discuss suggested refinements.
- N. Refine plans and cost estimates as appropriate and directed by the City.

- O. Prepare master plan report outlining process, findings, and recommendations.
- P. Submit master plan report to City for review and comment.
- Q. Prepare "refined" master plan report based upon City direction.
- R. Submit final "refined" master plan and preliminary opinion of probable construction costs for Areas "A" and "B" to City in preparation for presentation to the City Council.
- S. Prepare for and attend presentations to the City and City Council public hearing for approval of the "refined" College Park Master Plan.

**MEETINGS:** (2) - City meetings  
(1) - City Council Hearing

**PRODUCTS:** Meeting notes, program graphics (tracing paper format) and written summary of program recommendations, conceptual plan alternatives, BLD area plan with preliminary cost estimate, State Funded Area Plan with preliminary cost estimate, preliminary opinion of probable cost, parking study/management plan, final conceptual plan and report. The Consultant will provide a reproducible of the final plan and (1) unbound hard copy of the final report and electronic file for each exhibit/report.

**PHASE II CONSTRUCTION DOCUMENTS**

**TASK 1 DESIGN DEVELOPMENT**

Based upon City Council comments and direction, discussions, and meeting with City, and the available project budget, Consultant shall prepare design development plans for the project indicating the proposed elements.

1. Prepare design development plans for the BLD Area indicating:
  - a. Site access (Rose Avenue/Raiders Way and Olds Road)
  - b. Ballfield improvements (5) softball/baseball fields (dugouts, stadium seating, replica features, fences/gates, signage)
  - c. Vehicular, bicycle, and pedestrian circulation patterns and linkages
  - d. Batting Cages
  - e. Playground
  - f. Parking lot areas (primary/asphalt and secondary/overflow/reinforced turf)
  - g. Maintenance/storage yard areas
2. Prepare design development plans for the State Funded Area indicating:
  - a. Site access (Rose Avenue/Raiders Way and Olds Road)
  - b. Soccer Fields (4)
  - c. Vehicular, bicycle, and pedestrian circulation patterns and linkages

- d. Group picnic structures
  - e. Playgrounds (2)
  - f. Parking lot expansion (24,000 sf)
  - g. Basketball Courts (2)
  - h. Volley Ball Courts (1)
  - i. Dog Park
  - j. Signs
  - k. Lighting
  - l. Drinking Fountains
  - m. Benches, seating areas
3. Prepare floor plans and all four exterior building elevations at 1/4" = 1'-0" for all BLD building components:
    - a. BLD Architectural Components
      - i. Stadium Club (Themed concession facility with indoor seating, 6,400 sf/commercial food preparation)
      - ii. Restroom/concession (Secondary concession building 3,200 sf /commercial food preparation)
      - iii. Office/administration building/entry gate (2,600 sf)
      - iv. Pavilion structure (Pre-fabricated structure)
      - v. Maintenance building (Pre-fabricated structure)
  4. Prepare preliminary design and documents for food preparation, food serving, and food storage areas including but not limited to equipment, kitchen fire protection systems, and utilities. (BLD Area only)
  5. Prepare floor plans and all four exterior building elevations at 1/4" = 1'-0" for all State Funded building components:
    - a. City Architectural Components
      - i. Restroom buildings (972 sf Protoypical)
      - ii. Trash enclosure (s)
  6. Prepare preliminary grading plan indicating opportunities for water quality enhancement including bio-swales and natural treatment systems.
  7. Meet with City to review design development site plans and architectural floor plans and elevations.
  8. Refine design development plans based upon City comments and direction.
  9. Submit the "refined" design development plans to City for review and comment:
    - a. Site elements (per item #1 and #2 above)
    - b. Building components (per item # 3, #4 and #5 above)
    - c. Conceptual details of the plaza/gathering areas, paving, fencing, site furniture, picnic tables, etc.

- d. Landscape site plan with information to identify the hardscape materials, and location, plant palette for type and size of the trees, shrubs, and groundcover
10. Meet with City to review the "refined" design development plans and to discuss suggested refinements.
11. Prepare revisions to the site plan, grading plan, water conservation techniques, floor plans, and elevations, per City direction.
  - a. Provide color palettes and material selection sample board for interior and exterior colors and materials.
  - b. Prepare outline specifications of the dominant materials to be used.
  - c. Compile/prepare catalog or product cut sheets for all major components.
12. Prepare plan enlargement exhibits to clarify the specific design intent of specialty features. (Plaza areas, public gathering areas, playground areas, maintenance facilities, etc.)
13. Prepare refined grading plan and earthwork take-offs.
14. Prepare conceptual wet/dry utility infrastructure plans.
15. Meet with City to review design development plans, plan enlargements, and catalog cut sheets, and to evaluate project goals, budget, and long-term maintenance considerations.
16. Refine plans based on City comments.
17. Identify potential project phasing based upon City direction, site constraints, etc. (Budget/funding limitations).
18. Prepare "revised" estimate of probable construction cost.
19. Submit design development plans (60%) (floor plan, elevations, enlargements, and cost estimate).
20. Prepare for and attend public presentations to present design development plans to City Council.

## **TASK 2 CONSTRUCTION DRAWINGS**

The phase of the project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Consultant shall provide complete landscape, architectural, and engineering services required to obtain competitive bids for all items identified in the "approved" design development phase of work. Construction drawings will be submitted at 60%, 90% and 100% for City review and comment. At each step

of construction drawing submittal, a revised cost estimate will also be submitted. Draft specifications will be provided with the 60% and 90% submittals.

*Note: The following section is subject to refinement based upon City directions, the Final "approved" design development plans and available construction budget. The following scope of services combines the above listed improvements together into one set of Construction Documents. The plans are set up for a single phase of construction.*

1. Meeting with City to kick-off construction drawings for the improvements based on the approved design development plans.
2. Consultant shall provide landscape architectural, civil, architectural, structural, mechanical, plumbing, and electrical engineering services.

During this phase, the contract documents are prepared setting forth the requirements for the construction of the project. General conditions, instruction to bidders, and all special requirements are defined, and when combined with the various trade specifications, a project manual is produced.

A. Landscape Design/Documentation

Services during the construction documents phase consist of preparation of drawings and specifications based on approved design development documents, setting forth in detail the landscape requirements for the improvements:

- 1) Site construction/layout plans for parking lots, site paving, site features, sports fields, plaza areas, spectator seating, group picnic areas, playgrounds, dry stream bed/drainage features, maintenance area, fencing, site furniture, and trail connections.
- 2) Irrigation plans
- 3) Planting plans
- 4) Details

B. Civil Design Documentation

Services during the construction documents phase consist of preparation of final civil engineering, drawings, and specifications based on approved design development documents, setting forth in detail the civil construction requirements for the project.

- 1) Prepare 20' scale precise grading/site plan to show:
  - Buildings
  - Walls
  - Drives and walks
  - Parking
  - Curbs and gutters

- Swales
  - Fine grading of field areas
  - Subsurface drains in field areas
  - On-site area drain plan for nuisance flows
- 2) Storm drain plan (1) sheet plan/profile to provide connection to existing storm drain infrastructure on site or on directly adjacent property within 50' of park boundary
  - 3) Prepare street improvement plans for Rose and Olds secondary entries (1) 20 scale plan and profile per entry
  - 4) Prepare traffic striping and signage plans (1) 20 scale plan per entry
  - 5) Prepare signal modification plans (Rose and Olds)
  - 6) Prepare sidewalk plans for Olds Road (Western side)
  - 7) Prepare sewer and water plans (1"= 40')
  - 8) Prepare horizontal control plan (1" = 40')
  - 9) Prepare erosion control plan (1" = 40')
  - 10) Prepare composite utility (on-site sewer system and water system) plans (1" = 20')
  - 11) Prepare on-site hydrology analysis report and map
  - 12) Prepare unit hydrograph analysis for on-site retention system
  - 13) Prepare Water Quality Management Plan (WQMP), Storm Water Pollution Prevention Plan (SWPPP), and Stormwater Quantity Urban Impact Management Plan (SQUIMP)
  - 14) Prepare final quantities and earthwork calculations

#### C. Architectural Design Documentation

Services during the construction document phase consist of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project. Construction documents shall include:

- 1) Title sheet, index, general notes
- 2) Architectural site plan
- 3) Floor plans at 1/4" = 1'-0" scale
- 4) Enlarged floor plans of selected areas
- 5) Reflected ceiling plans
- 6) Exterior elevations
- 7) Roof plans
- 8) Building sections
- 9) Door and finish schedules
- 10) Interior elevations of selected fixtures, walls, and rooms
- 11) Architectural details as required

#### D. Mechanical Design Documentation

- 1) HVAC Plan (Heating, Ventilation, Air Conditioning)

- 2) HVAC details and schedules
- 3) Energy calculations

E. Plumbing Design Documentation

- 1) Plumbing floor plans
- 2) Plumbing fixture schedules, details and specifications

F. Food Preparation Facility Documents

- 1) Final documents for food preparation, food serving, and food storage areas
- 2) Equipment specifications

G. Structural Design Documentation

Services during the construction documents phase consist of preparation of final structural engineering calculations, drawings and specifications based on approved design development documents, setting forth in detail the structural construction requirements for the project. These services shall include:

- 1) Foundation plan
- 2) Roof framing plan
- 3) Structural details, as required
- 4) Structural calculations for new construction (lateral and vertical loads)

H. Electrical Design Documentation

- 1) Electrical load calculations
- 2) Lighting plans
- 3) Panel schedules, notes, and details
- 4) Title 24 energy calculations
- 5) Coordination with electrical, telephone, and CATV companies

I. Technical Specifications

Technical specifications for each of the above disciplines will be incorporated into the project manual. Site work construction will be prepared utilizing the 'Green Book' format. Architectural specifications will be prepared in Construction Specification Institute format. Mitigation measures for construction impacts identified in the EIR will be incorporated into the specifications. City to provide Notice Inviting Sealed Bids, Instructions to Bidders, Information required by Bidders, Bid Form, Bid Bonds, Agreement, Performance Bond, Payment Bond, Insurance Documents, General Provisions, General/Supplementary Conditions, and General Requirements.

J. Statement of Probable Construction Cost

Statement of Probable Construction Cost services during the construction documents phase consist of advising the City of any adjustments, and, when the construction documents are approximately 90 percent complete, updating of the Statement of Probable Construction Cost of the project, taking into account:

- 1) Changes in materials, systems or details of construction, which have occurred during preparation of the construction documents.
- 2) Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- 3) Adjustments for known or anticipated changes in the bidding market relative to the project scope of work or complexity.

K. Submit 60% and 90% plans for City inter-department plan review

L. Consultant to submit plans to power and telephone agencies.

M. Revise plans per City comments and direction.

N. Submit plans for City Building Department.

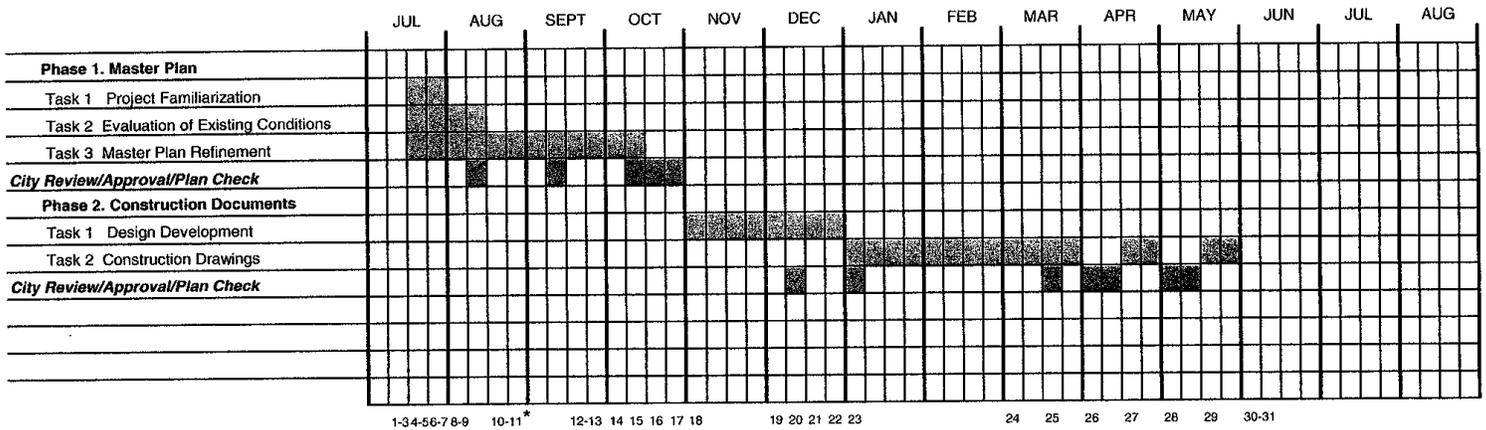
Consultant shall coordinate with the City during Building Department coordination and plan check process to secure building permits. Consultant shall also coordinate with Public Works Department for street improvements, site improvements, landscaping, grading, sewer and water plan approvals.

O. Revise plans and prepare 100% bid documents.

P. Provide original plans and specifications to the City for printing and distribution to prospective bidders.

**EXHIBIT B Preliminary Project Schedule**

Statement of Concurrence  
College Park



1-3 4-6 7-8 9 10-11\* 12-13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30-31

- 1 City staff meeting #1 - project start-up (Commence aerial mapping)
- 2 Prepare refined preliminary project schedule
- 3 Review available documents
- 4 Prepare refined preliminary plan
- 5 Prepare specialized engineering studies
- 6 Meeting with City to review analysis and findings
- 7 Commence preparation of master plan refinements
- 8 Submit plan to City for review/comment
- 9 Refine master plan per City direction
- 10 Prepare for and attend presentation to City
- 11 Refine plan, commence grading plan and cost estimate
- \* Submit master plan and estimate for BLD portion of College Park (June 29)
- 12 Prepare for and attend presentation to City
- 13 Refine plan and cost estimates per City direction
- 14 Submit master plan report to City
- 15 Prepare refined master plan report per City direction
- 16 Submit final plan report to City
- 17 Prepare for and attend City Council presentation
- 18 Commence preparation of design development plans
- 19 Submit plans to City for review and comment
- 20 Refine plans per City direction
- 21 Submit design development plans for review and approval
- 22 Prepare for and attend presentation to City Council
- 23 Commence preparation of construction documents
- 24 Submit plans at 60% for city review
- 25 Submit plans at 90% for city review and plan check
- 26 Submit plans at 100% for city review and plan check
- 27 Revise plans per plan check comments
- 28 Submit plans for city plan check
- 29 Revise plans per plan check comments
- 30 Submit plans for city signature and approval to 'advertise for bid'
- 31 Commence bidding (6 weeks)

21  
 33  
 2

EXHIBIT C

**FEE SCHEDULE**

It is the objective of the Consultant to provide the most comprehensive, yet efficient, approach to the development of the College Park project. Fee includes all costs to be incurred by the Consultant, with the exception of selected supplemental services. Fees for the work are as follows:

<b>PHASE I: MASTER PLAN</b>	<b><u>BLD Portion</u></b>	<b><u>State Funded Portion</u></b>
Task 1. Project Familiarization	\$ 30,000	\$ 7,000
Task 2. Evaluation of Existing Conditions	\$ 48,500	\$ 18,000
Potholing Allowance	\$ 50,000	
Task 3 Master Plan Refinement	\$105,000	\$ 35,000
<b>Total for Master Plan:</b>	<b><u>\$233,500</u></b>	<b><u>\$ 60,000</u></b>

**PHASE II CONSTRUCTION DOCUMENTS: Plans, Specifications and Estimates\***

Task 1 Design Development	\$272,000 - \$300,000	\$ 82,500 - \$ 97,000
Task 2 Construction Drawings	\$591,000 - \$753,500	\$185,300 - \$265,000

Note: The master plan fee summary represents the consultant's current understanding of the project scope and anticipated complexity for College Park project.

\* The estimated fee range is based on the anticipated scope of work represented by a construction budget of \$15,000,000 for the BLD Portion and \$5,000,000 for the State Funded Portion of College Park. Once the master plan has been approved and revised construction budgets prepared with limits of work and potential project phasing, the Consultant will meet with the City to refine Consultant's scope and fee for construction documents to reflect the City's goals and preferences.

**REIMBURSABLE EXPENSE ALLOWANCE - \$170,900**

All reimbursable costs including plotting, printing, reproduction, photo and delivery will be billed to a City account with a local reprographic company. (OCB Reprographics)

When incurred, the following project expenses will be billed without mark-up:

- All sub-consultant reproduction
- Printing, plotting, copying, photography, graphic expenses, special delivery and handling of documents, and shipping
- Permits, plan check, and inspection fees

## PAYMENTS

Payments will be due and payable on a monthly basis following the completion of any substantial phase of work.

## ASSUMPTIONS

The above fee proposal is based upon the following assumptions:

1. Assumes City provides all legal descriptions, tract/parcel maps, records of survey, existing street/water/sewer/storm drain improvement plans. Boundary map will be a compilation of City provided material and will not be a boundary based on field survey and location of existing monumentation.
2. All drawings of existing on-site and off-site facilities and utilities shall be made available to the Consultant where these drawings are lacking; the City shall provide information regarding existing conditions. The Consultant shall rely upon the accuracy of such information for their work.
3. Preparation of legal description/exhibits, land subdivision, ALTA Survey, and/or additional boundary survey are additional work. Included is one day of field survey for critical utility and pavement "join" elevations. Includes plotting of reasonable number of easements assuming City provides record documents. Excludes survey of existing trees.
4. Assumes sewer connections to an existing sewer within the existing park or in adjacent street. Excludes any sump pumps, sewer plan/profiles, or special studies.
5. Assumes on-site water system is a private system and buildings can be served from adjacent lines in the street. Civil engineer will loop water through site, show domestic meter, landscape meter and fire connection on water plan. Excludes any capacity or pressure studies. City obtains Fire Department clearance with hydrant locations and site plan approval.
6. The City has provided an allowance of \$50,000 for potholing to verify infrastructure "as-built" conditions. This service to be billed as a time and material expense.
7. Surface drainage and minor on-site storm drain only. Includes onsite hydrology study. Excludes off-site storm drain plans and rerouting. Available drawings, studies and master plan drainage and site conditions will be evaluated in the hydrology study. Assume downstream property has provided connection points and tabled the park in the hydrology analysis for Oxnard College. Provide calculations to confirm the tabled volume. Any additional off-site hydrology required by the City or County would be considered additional services. Excludes design of any flood control channels, upsizing of existing facilities, disruptive impacts to wetlands that would necessitate regulatory agency involvement, or special permits/processing.

8. Excludes any storm drain improvements/enhancements to the existing wetlands area that are referenced in the Penfield & Smith Drainage and / or Hydrology report (2005).
9. The design of the storm drain system shall include a review of County stormwater requirements during the design phase and the development of recommendations. The scope excludes any special manholes, retention basins and/or pump systems to retain initial storm runoff onsite. Pump stations and clarifier design shall be provided as an additional service. *Note: Detention basins to handle 'first flush' are included with the Scope of Work.*
10. Assume on-site drainage treatment by existing basin and additional manufactured treatment devices (Stormsepter or other approved device) to meet SQUIMP and City. Consultant will review existing City requirements and previous onsite studies. Should an analysis of the existing detention basin be required, please add \$2,500. Should additional onsite treatment or storage be required, additional authorization may be required when the scope of work is clearly defined.
11. All on-site storm drain will be shown on precise grading plan in plan view only. Assume one sheet of plan/profile for connection to adjacent storm drain at Oxnard College.
12. Excludes any improvements to the existing channel along Olds Road to facilitate the secondary access to the site.
13. Excludes Phase II Environmental Assessment (Contamination).
14. Excludes wetland area enhancement, mitigation design, monitoring, or agency coordination services.
15. Excludes any Biological Survey, assessment, monitoring or mitigation outlined in the EIR.
16. Excludes striping plans for Rose Avenue to provide enhanced bicycle lane improvements.

### **ADDITIONAL SERVICES**

The following services will be performed at City request, and shall be considered additional services to the above, reimbursable on an hourly basis:

- A. Additional meetings (as authorized by City) beyond those identified in the scope of work.
- B. Exhibit preparation beyond that identified in the scope of services.
- C. Revisions to the work following authorization by City to proceed with subsequent phases, changes in scope or modifications of the project, design of and/or participation in work beyond the designated site.
- D. Preparation of special or technical studies beyond those listed in the scope of work.

E. If it is in the interest of the project to engage or retain the services of any other consultants, then upon City's written authorization, Consultant may engage or retain any such consultant, and the engagement of each consultant shall be an expenditure reimbursable to Consultant.

**CONSULTANTS STANDARD HOURLY FEE SCHEDULE**

No special consulting services other than those identified are included as part of the professional services. Compensation for supplemental services will be on an hourly basis at standard rates as follows:

**RJM DESIGN GROUP, INC.**

PRINCIPAL LANDSCAPE ARCHITECT	\$140 - \$165. per hour
ASSOCIATE LANDSCAPE ARCHITECT	\$120 - \$135. per hour
PROJECT LANDSCAPE ARCHITECT	\$100 - \$115. per hour
CADD TECHNICIAN/LANDSCAPE ARCHITECT	\$ 80 - \$ 95. per hour
DRAFTSPERSON	\$ 65 - \$ 75 per hour
WORD PROCESSOR	\$ 60. per hour

**WLC ARCHITECTS, INC.**

PRINCIPAL	\$170/per hour
ASSOCIATE PRINCIPAL	\$140/per hour
ASSOCIATE COORDINATOR	\$125/per hour
SENIOR PROJECT ARCHITECT	\$120/per hour
SENIOR PROJECT MANAGER	\$110/per hour
PROJECT ARCHITECT	\$105/per hour
PROJECT MANAGER	\$100/per hour
TECHNICAL LEVEL I	\$ 75/per hour
TECHNICAL LEVEL II	\$ 65/per hour
TECHNICAL SUPPORT	\$ 60/per hour

**MCE CONSULTANTS**

PRINCIPAL	\$150.00 per hour
PROJECT MANAGER	\$120.00 per hour
PROJECT ENGINEER	\$100.00 per hour
PROJECT SURVEYOR	\$110.00 per hour
DESIGN ENGINEER	\$ 90.00 per hour
COMPUTER DRAFTSPERSON	\$ 70.00 per hour
PROJECT ASSISTANT	\$ 50.00 per hour
3-MAN SURVEY CREW	\$240.00
2-MAN SURVEY CREW	\$200.00
EXPERT WITNESS (TRIAL AND DEPOSITION)	\$250.00

**GLP ENGINEERING**

PRINCIPAL/VICE PRESIDENT	\$150.00 per hour
ASSOCIATE	\$125.00 per hour
PROJECT MANAGER	\$110.00 per hour
DESIGNER	\$ 85.00 per hour

**AUSTIN-FOUST**

PRINCIPAL	\$165 per hour
ASSOCIATE	\$135-\$150 per hour
TRANSPORTATION ENGINEER	\$ 95-\$125 per hour
TRANSPORTATION PLANNER	\$100-\$125 per hour
TRANSPORTATION ANALYST	\$ 95-\$115 per hour
DESIGN DRAFTER	\$ 75-\$105 per hour
TECHNICAL/CLERICAL	\$ 70 per hour

**CONSTRUCTION TESTING & ENGINEERING, Inc.**

PRINCIPAL/GEOLOGIST	\$130 per hour
SENIOR ENGINEER/GEOLOGIST/ARCHITECT	\$110 per hour
PROJECT ENGINEER/GEOLOGIST/ARCHITECT	\$ 95 per hour
ENVIRONMENTAL CONSULTANT	\$ 85 per hour
STAFF ENGINEER/GEOLOGIST/ARCHITECT	\$ 75 per hour

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed and will be broken into the categories listed above.

Fees will be escalated each August 1st in accordance with any increase in the Consumer's Price Index or other mutually agreed upon cost index, beginning with August 1, 2007.

All provisions for fee escalation pertain to all contract extensions and additional work.

**RJM DESIGN GROUP, INC.**

**CITY OF OXNARD  
COLLEGE PARK PROJECT  
HOURS/FEE BREAKDOWN**

TASK DESCRIPTION	Principal	Associate Landscape Architect	Cadd/Designer	Digital mapping	Construction Testing & Engineering (soils)	GLP Engineering (electrical)	MCE Consultants (civil)	WLC Architects (architectural)	Austin-Foust (traffic/access)
<b>PHASE 1 - MASTER PLAN DESIGN</b>									
<b>Task 1 Project Familiarization</b>									
A. Kick Off Meeting	8	8							
B. Review Information	8	12	16						
C. Review Codes	8	16							
D. Review Base Map Information	6	6	12						
E. Prepare Aerial Mapping	6	6							
<b>Subtotal Hours:</b>	<b>36</b>	<b>48</b>	<b>28</b>						
<b>Hourly Rate:</b>	<b>\$ 150.00</b>	<b>\$ 130.00</b>	<b>\$ 85.00</b>						
<b>Task1 Subtotals:</b>	<b>\$ 5,400.00</b>	<b>\$ 6,240.00</b>	<b>\$ 2,380.00</b>	<b>\$ 15,000.00</b>	<b>\$ 720.00</b>	<b>\$ 520.00</b>	<b>\$ 4,930.00</b>	<b>\$ 600.00</b>	<b>\$ 1,200.00</b>
<b>Task 1 Total:</b>	<b>\$ 36,990.00</b>								
<b>Task 2 - EVALUATION OF EXISTING CONDITIONS</b>									
A. Prepare Digital Base Map	4	4	16						
B. Conduct Visual Analysis	8	8	8						
C. Utility Mapping	4	8							
D. Meet with OWD	4	4							
E. Opps/Constraints Map	12	16							
F. Circulation/Access	2	6							
G. Prepare Traffic Analysis		5							
H. Prepare Preliminary Parking Study	2	6							
I. Review Arborist's Report	2	5	4						
J. Prepare Geotechnical Report	2	4							
K. Meeting with City	6	6							
L. Conduct Potholing (Allowance)									
<b>Subtotal Hours:</b>	<b>46</b>	<b>72</b>	<b>28</b>						
<b>Hourly Rate:</b>	<b>\$ 150.00</b>	<b>\$ 130.00</b>	<b>\$ 85.00</b>						
<b>Task 2 Subtotals:</b>	<b>\$ 6,900.00</b>	<b>\$ 9,360.00</b>	<b>\$ 2,380.00</b>	<b>\$ -</b>	<b>\$ 17,160.00</b>	<b>\$ -</b>	<b>\$ 61,180.00</b>	<b>\$ 600.00</b>	<b>\$ 18,900.00</b>
<b>Task 2 Total:</b>	<b>\$ 116,490.00</b>								

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TASK DESCRIPTION	Principal	Associate Landscape Architect	Cadd/Designer	Digital mapping	Construction Testing & Engineering (soils)	GLP Engineering (electrical)	MCE Consultants (civil)	WLC Architects (architectural)	Austin-Foust (traffic/access)
<b>Task 3 - MASTER PLAN REFINEMENT</b>									
A. Prepare Refined Schematic Plan Area "A"	32	48	32						
B. Prepare Refined Schematic Plan Area "B"	24	32	24						
C. Submit Schematic Master Plan	2	2							
D. Refine Plan based on City Review	24	48	32						
E. Prepare Schematic Floor Plans	6	8							
F. Meeting with City	8	8							
G. Prepare Refined Master Plan	24	32	32						
H. Prepare Preliminary Grading Plan	16	24	40						
I. Prepare Refined Parking Plan	2	4	2						
J. Prepare Prelim. Budget	12	24	16						
K. Meet with City	8	8							
L. Submit Refined Master Plan	2	2	4						
M. Attend Coordination Meeting	12	12							
N. Refine Master Plan and Cost Estimates	12	32	16						
O. Prepare Report	24	24	24						
P. Submit Master Plan Report for review	4	4							
Q. Prepare Refined Master Plan Report	12	16	8						
R. Submit Master Plan/Cost Estimate	2	2							
S. Attend City/City Council/Public Mtg.	16	8							
<b>Subtotal Hours:</b>	<b>242</b>	<b>338</b>	<b>230</b>						
<b>Hourly Rate:</b>	<b>\$ 150.00</b>	<b>\$ 130.00</b>	<b>\$ 85.00</b>						
<b>Task 3 Subtotals:</b>	<b>\$ 36,300.00</b>	<b>\$ 43,940.00</b>	<b>\$ 19,550.00</b>	<b>\$ 3,180.00</b>	<b>\$ -</b>	<b>\$ 2,880.00</b>	<b>\$ 8,990.00</b>	<b>\$ 16,500.00</b>	<b>\$ 8,700.00</b>
<b>Task 3 Total:</b>	<b>\$ 140,020.00</b>								
<b>Phase 1 TOTAL: \$ 293,500.00</b>									

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**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 a contractual liability endorsement, 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 CG0001ED, November 1988). 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 CA000T, ED June 1992) 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 have at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard  
Risk Manager  
Reference No. A-6692  
300 West Third Street, Suite 302  
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager or 10 days' notice due to nonpayment of premium. 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.**

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. 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.

### *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

# ACCORD CERTIFICATE OF INSURANCE

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 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) \$
	<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**

<b>CERTIFICATE HOLDER</b> City of Oxnard Attn: Risk Manager Reference No. A-6692 300 W. Third Street, Suite 302 Oxnard CA 93030	<b>CANCELLATION</b> 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
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**GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")** **SUBMIT IN DUPLICATE**

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

**PRODUCER**  
  
Telephone: \_\_\_\_\_

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

**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 \$**

GENERAL  
 PRODUCTS/COMPLETED OPERATIONS  
 PERSONAL & ADVERTISING INJURY  
 FIRE DAMAGE  
 \_\_\_\_\_  
 \_\_\_\_\_

EACH OCCURRENCE	AGGREGATE

**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:

- 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.
- 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.
- 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.
- 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.
- 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.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
  - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
  - 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. A-6692  
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 require)  
Telephone: ( ) \_\_\_\_\_ Date Signed: \_\_\_\_\_

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

**SUBMIT IN DUPLICATE**

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

**PRODUCER**  
  
Telephone: \_\_\_\_\_

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

**NAMED INSURED**

Deductible  Self-Insured Retention (check which) of \$ \_\_\_\_\_ applies to  
with an Aggregate of \$ \_\_\_\_\_ 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 CA000T (Ed. 6/92), 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. A-6692  
100 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 \_\_\_\_\_