



DATE: December 17, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL TO ACCEPT \$499,905 IN GRANT FUNDS FROM THE COUNTY OF SAN DIEGO VECTOR HABITAT REMEDIATION PROGRAM, AND APPROVAL TO APPROPRIATE THESE FUNDS**

**SYNOPSIS**

Staff recommends that the City Council accept funds in the amount of \$499,905 from the County of San Diego Vector Habitat Remediation Program (VHRP) awarded to the City of Oceanside for the Loma Alta Slough Project; appropriate these funds to the Vector Habitat Remediation account; and authorize the City Manager to execute the grant agreement and sign all associated grant documents.

**BACKGROUND**

The Vector Control Program within the County of San Diego Department of Environmental Health (DEH) Community Health Division has created a Vector Habitat Remediation Program to reduce and/or eliminate mosquito breeding sources in established wetlands, flood facilities, effluent treatment ponds, and stormwater treatment facilities.

The goal of the VHRP is to protect human populations and animals from mosquito-borne diseases by funding projects which eliminate or reduce mosquito-breeding habitat while balancing water quality, biological, aesthetic and hydrologic values.

On June 3, 2014, City staff attended a meeting with DEH vector control staff. During the meeting, DEH staff discovered mosquito larvae along the northerly section of the slough and identified the location as an area of concern and treatment.

On June 12, 2014, staff prepared and submitted a grant application for mitigation of the vector habitat to the San Diego County Health Department. On September 16, 2014, the City received notification that the grant would be awarded to the City.

## **ANALYSIS**

The general goal of the proposed project will be to eliminate the stagnant and ponded water along the northerly section of the Loma Alta Slough that provides ideal breeding habitat for mosquitos. The slough is an estuary that is routinely treated for mosquitos by DEH during the summer as part of the County's Vector Control Program and is located within Loma Alta Creek; surrounded by the beach to the West, Buccaneer Beach Park to the South, the railroad to the East and the La Salina Wastewater Treatment Plant to the North (Exhibit B).

The estuary has intermittent connection to the Pacific Ocean throughout the year and the mouth of the creek closes naturally from sand deposited by the ocean currents during the summer. During this time, the estuary remains closed to tidal flows and the storm water that typically mixes with salt water rises to the top and stagnates. As the water level rises, storm water begins to spread out to flat areas along the northerly section of the slough and creates idyllic conditions for mosquitos to breed in. The City does not maintain the sand berm open during summer months and drains down the water level in the slough through an intake pipe that routes the water to a UV treatment plant at the north end of the slough prior to releasing it through an outlet on the beach. This reduces contamination and avoids beach closures during the summer, but also creates mosquito breeding habitat in the slough during this time.

The focus of the grant activities will be to develop and design an engineered solution to mitigate vector habitat by looking at alternatives to construct new channels within the northern portion of the estuary to connect with the main channel of the slough to improve circulation and drainage. The grant activities include, but are not limited to, an alternatives study, CEQA compliance, regulatory agency permitting, and final engineering design.

To achieve the goal of the VHRP, the above project components will ultimately need to be constructed and maintained. Staff anticipates the grant activities will take about 18 months to complete after a consultant has been selected. Once the study, CEQA compliance, permitting, and design have been completed, the City will be able to apply for a VHRP construction grant.

## **FISCAL IMPACT**

The cost of proposed study and design work for the Loma Alta Slough as described above is estimated at \$499,905. The grant funds will be appropriated and deposited in Vector Habitat Remediation account (836128600272.5355). The \$499,905 VHRP grant is the only funding source for the project. The project costs will be expensed in business unit 836128600272. The VHRP grant will be a reimbursable type grant and does not require a City match.

**INSURANCE REQUIREMENTS**

Does not apply.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council accept funds in the amount of \$499,905 from the County of San Diego Vector Habitat Remediation Program (VHRP) awarded to the City of Oceanside for the Loma Alta Slough Project; appropriate these funds to the Vector Habitat Remediation account; and authorize the City Manager to execute the grant agreement and sign all associated grant documents.

PREPARED BY:

  
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Gary Smith  
Associate Engineer

SUBMITTED BY:

  
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Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager

Scott O. Smith, City Engineer

Hans K. Koger, Public Works Division Manager

Jason Dafforn, Interim Water Utilities Director

James Riley, Financial Services Director

  
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Attachments:

- Exhibit A – VHRP Grant Contract
- Exhibit B – Vicinity Map

**CONTRACT NUMBER DEH 14-0003  
AGREEMENT WITH CITY OF OCEANSIDE FOR VECTOR HABITAT  
REMEDATION PROGRAM  
GRANT FUNDING**

This Grant Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Grantee City of Oceanside ("Grantee"), with reference to the following facts:

**RECITALS**

- A. Pursuant to Board of Supervisors action on January 25, 2012 (3), the County's Director of the Department of Environmental Health is authorized to award this grant for a project as part of the Vector Habitat Remediation Program.
- B. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work (including Grantee's proposal), Exhibit B Insurance Requirements, and Exhibit C Funding Schedule. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, B or C conflicts with any other term or condition, precedence shall be: First the Pro Forma: Second Exhibit B; Third Exhibit A; Fourth Exhibit C.

**NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:**

**ARTICLE 1  
PERFORMANCE OF WORK**

- 1.1.1 **Standard of Performance.** Grantee shall, in good and workmanlike manner and in accordance with the highest professional standards furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever necessary or proper to complete the project described in Exhibit A. Except for the County financial assistance specified in this Agreement, the project shall be completed to this standard at the cost and expense of Grantee.
- 1.1.2 **Grantee's Representative.** The person identified on the signature page ("Grantee's Representative") shall ensure that Grantee's duties under this Agreement shall be performed on behalf of the Grantee by qualified personnel; Grantee represents and warrants that (1) Grantee has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Grantee's Representative has full authority to act for Grantee hereunder. Grantee and County recognize that the services to be provided by Grantee's Representative pursuant to this Agreement are unique; accordingly, Grantee's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1, below, "Termination for Default", if Grantee's Representative should leave Grantee's employ, or if, in County's judgment, the work hereunder is not being performed by Grantee's Representative.
- 1.1.3 **Project Constraints and Grantee Independence.** Grantee is, for all purposes of this Agreement, acting independently of the County and on its own behalf. Neither Grantee nor Grantee's employees or subcontractors shall be deemed to be employees of the County. Grantee shall perform its obligations under this Agreement in a manner that is consistent with any applicable project description used for California Environmental Quality Act ("CEQA") compliance or permitting purposes and consistent with any mitigation measure specified pursuant to CEQA, including where relied upon by Grantee the specifications in the County's EIR for the Vector Habitat Remediation grant program. Grantee acknowledges that these are legal constraints and project specification flowing from the Grantee's proposal, and are not constraints imposed by County. Within these constraints, Grantee shall proceed according to the Grantee's own means and methods of work which shall be in the exclusive charge and under the control of the Grantee, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Grantee nor Grantee's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.1.4 **Grantee's Agents Employees and Contractors.** Grantee shall obtain, at Grantee's expense, all agents, employees and contractors required for Grantee to perform its duties under this Agreement, and all such services shall be performed by Grantee's Representative, or under Grantee's Representatives' supervision, by persons authorized by law to perform such services. Retention by Grantee of any agent, employee or subcontractor shall be at Grantee's sole cost and expense, and County shall have no obligation to pay Grantee's agents, employees or subcontractors; to support any such person's or entity's claim against the Grantee; or to defend Grantee against any such claim.

Any contract that transfers funds provided under this agreement to a contractor shall include the Standard Terms and Conditions required of Grantee herein. Grantee shall provide Contracting Officer Technical Representative with copies of all contracts relating to this Agreement entered into by Grantee within 30 days after the effective date of the contract. Contractors of Grantee shall be notified of Grantee's relationship to County. "Contractor" means any entity, other than

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County, that furnishes to Grantee services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services. In the event any contractor is utilized by Grantee for any portion of the project, Grantee retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of contractors in accordance with this Agreement. No contract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

**ARTICLE 2**  
**SCOPE OF WORK**

- 2.1.1 **Statement of Work.** Grantee shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.2 **Regulatory Authority.** Nothing in this Agreement limits the authority of the County to exercise the powers of a vector control district as provided in state law.

**ARTICLE 3**  
**COMPENSATION**

- 3.1 **Elements.** The Payment Schedule is in Exhibit C – Pricing Schedule, and the compensation is on the signature page. DEH is precluded from making payments prior to receipt of services (advance payments). Invoices are subject to the requirements set out below.
- 3.2 **Fiscal.**
- 3.2.1 DEH will pay Grantee up to the amount set out for each task or milestone in the Pricing Schedule in Exhibit C, for the work specified in Exhibit A, not to exceed verified costs to complete that task or milestone. Cost verifications shall include hours expended by person and shall be based on that person's customary and ordinary billing rates for government-funded work at the time work is performed, unless a lower rate is set out in the grantee's proposal. Grantee may seek a grant amendment to move funds not used to complete a task or milestone to another task or milestone, if another task or milestone has a funding shortfall.
- 3.2.2 **Accounting System and Fiscal Monitoring.** Grantee shall provide and maintain an accounting and financial support system to monitor and control costs to assure Agreement completion.
- 3.3 **Invoices and Payments.**
- 3.3.1 **Invoices.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C and paragraph 3.2.1 above, unless other payment methodologies are negotiated and agreed to by both Grantee and County. Grantee shall submit approved, detailed and itemized original invoices to the Contracting Officer's Technical Representative ("COTR") for work performed in the period, accordingly. The invoice format shall follow the format of the budget included in the application and shall include for each task and milestone: budget, invoiced to date, current invoiced amount, and the remaining budget. Required back-Up documentation shall include copies of receipts and invoices paid by the Grantee, and for personnel or contract labor costs the hours expended by person per task, and job title and billing rates per person.
- 3.3.2 **Payments.** DEH agrees to pay Grantee in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number documenting the status and accomplishments of Grantee during the billing period. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated. A copy (or copies) of the invoice shall be submitted to the COTR at Dept. of Environmental Health, 5500 Overland Avenue, San Diego, CA 92123.
- 3.4 **Full Compensation.** Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Grantee for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Grantee shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.
- 3.5 **Conditions Prerequisite To Payments.** DEH may elect not to make a particular payment if any of the following exists:
- 3.5.1 **Misrepresentation.** Grantee, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 3.5.2 **Unauthorized Actions by Grantee.** Grantee took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

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- 3.5.3 Default. Grantee was in default under any terms and conditions of this Agreement.
- 3.6 **Withholding Of Payment.** DEH may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Grantee is in non-compliance with this Agreement.
- 3.7 **Availability of Funding.** DEH's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of DEH shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

DEH shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Grantee in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, DEH and Grantee shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between DEH and Grantee within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Grantee shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which DEH may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Grantee be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 3.8 **Disallowance.** In the event the Grantee receives payment for services under this Agreement which is later disallowed by DEH, Grantee shall promptly refund the disallowed amount to DEH on request, or at its option, DEH may offset the amount disallowed from any payment due or to become due to Grantee under any Agreement with DEH.
- 3.9 **Maximum Price.** During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Grantee then offers the items and/or services to its most favored customer.

**ARTICLE 4**  
**AGREEMENT ADMINISTRATION**

- 4.1 **DEH's Agreement Administrator.** The Director of Environmental Health is designated as the Contracting Officer ("Contracting Officer") and is the only DEH official authorized to make any changes to this Agreement. DEH has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR").
- 4.1.1 DEH's COTR will chair Grantee progress meetings and will coordinate DEH's administrative functions. The COTR is designated to receive and approve Grantee invoices for payment, audit and inspect records, inspect Grantee services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 4.1.2 Notwithstanding any provision of this Agreement to the contrary, the COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. A reduction in total payments based on a mutual agreement that an element of the scope of work is not needed can be made through an AA. Each AA shall be in writing and signed by COTR and Grantee. All inquiries about such AA will be referred directly to the COTR.
- 4.2 **Agreement Progress Meeting.** The COTR and other DEH personnel, as appropriate, will meet periodically with the Grantee to review the Agreement performance. At these meetings the COTR will apprise the Grantee of how the County views the Grantee's performance and the Grantee will apprise DEH of problems, if any, being experienced. The need for any element of

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the scope of work designated as contingent or flexible through language such as "if needed" or similarly will be discussed. The Grantee shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Grantee considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Grantee. Should the Grantee not concur with the minutes, the Grantee shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 5**  
**CHANGES**

- 5.1 **Contracting Officer.** The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.
- 5.2 **Claims.** Grantee must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Grantee of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Grantee's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Grantee from proceeding with this Agreement as changed.

**ARTICLE 6**  
**TERMINATION**

- 6.1 **Termination For Default.** Upon Grantee's breach of this Agreement, DEH shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, DEH will send Grantee written notice specifying the cause. The notice will give Grantee 10 days from the date the notice is issued to cure the default or make progress satisfactory to DEH in curing the default, unless a different time is given in the notice. If DEH determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, DEH may terminate this Agreement immediately upon issuing oral or written notice to the Grantee without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Grantee under this Agreement shall become the sole and exclusive property of County. In the event of such termination, DEH may purchase or obtain the supplies or services elsewhere and the Grantee shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to DEH. The prevailing market price shall be considered the fair repurchase price.

Notwithstanding the above, Grantee shall not be relieved of liability to County for damages sustained by DEH by virtue of any breach of this Agreement by Grantee, and DEH may withhold any reimbursement to Grantee for the purpose of off-setting until such time as the exact amount of damages due DEH from Grantee is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Grantee was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 6.2 **Termination for Convenience.** DEH and Grantee may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. DEH shall pay the Grantee as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 6.2.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 6.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Grantee as approved by DEH, with respect to the undelivered or unaccepted portion of the order, provided compensation

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hereunder shall in no event exceed the total price.

6.2.3 In no event shall DEH be liable for any loss of profits on the resulting order or portion thereof so terminated.

6.3 Remedies Not Exclusive. The rights and remedies of DEH provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 7**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

7.1 Compliance with Laws and Regulations. Grantee shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, City and DEH laws and regulations.

7.2 Grantee Permits and License. Grantee certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. DEH reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

7.3 Equal Opportunity. Grantee shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Grantee discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

7.4 Affirmative Action. Each Grantee of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).

7.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Grantees and Grantee employees shall assist in meeting this requirement.

7.5.1 As a material condition of this Agreement, the Grantee agrees that the Grantee and the Grantee employees, while performing service for the County, on County property, or while using County equipment:

7.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

7.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

7.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Grantee or Grantee employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

7.5.2 Grantee shall inform all employees who are performing service for DEH on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

7.5.3 DEH may terminate for default or breach this Agreement, and any other Agreement the Grantee has with DEH, if the Grantee, or Grantee employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

7.6 Board of Supervisors' Policies. Grantee represents that it is familiar, and shall use its best efforts to comply, with the

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following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's Grantees to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.

- 7.7 Cartwright Act. Following receipt of final payment under the Agreement, Grantee assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Grantee for sale to the County under this Agreement.
- 7.8 Hazardous Materials. Grantee shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Grantee agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Grantee agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the DEH, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Grantee agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the DEH of it. Grantee shall not be liable to the DEH for the DEH's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the DEH or Lessee with respect to any third person under any Environmental Laws.

**ARTICLE 8**

**CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 8.1 Conflicts of Interest. Grantee presently has no interest, including but not limited to other projects or independent Agreements and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee shall not employ any person having any such interest in the performance of this Agreement.
- 8.2 Conduct of Grantee. Privileged Information.
- 8.2.1 Grantee shall inform DEH of all the Grantee's interests, if any, which are or which the Grantee believes to be incompatible with any interests of the County related to this project.
- 8.2.2 The Grantee shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Grantee is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 8.2.3 Grantee shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Grantees or subcontractors in advance of official announcement.
- 8.2.4 The Grantee, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 8.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Grantee certifies that it is not in violation of the provisions of Section 67, and that in connection with this project Grantee is not, and will not contract with, any of the following:

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- 8.3.1. Persons employed by DEH; or
- 8.3.2. Profit-making firms or businesses in which employees described in sub-section 8.3.1, above, serve as officers, principals, partners, or major shareholders;
- 8.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 8.3.4. Profit-making firms or businesses in which the former employees described in sub-section 8.3.3 above, serve as officers, principals, partners, or major shareholders.

**ARTICLE 9**  
**INDEMNITY AND INSURANCE**

- 9.1 **Indemnity.** DEH shall not be liable for, and Grantee shall defend and indemnify DEH and the County and the employees and agents of DEH and the County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Grantee or its Grantees, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 9.2 **Insurance.** Prior to execution of this Agreement, Grantee must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 10**  
**AUDIT AND INSPECTION OF RECORDS**

DEH shall have the audit and inspection rights described in this section.

- 10.1 **Cost or Pricing Data.** If the Grantee submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of DEH or its agent shall have the right to examine all books, records, documents and other data of the Grantee related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 10.2 **Availability.** The materials described above shall be made available at the office of the Grantee, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 10.2.1 and 10.2.2, below:
  - 10.2.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
  - 10.2.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 10.3 **Subcontract.** The Grantee shall insert a clause containing all the provisions of this Article 11 in all contracts hereunder except as altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's Grant Agreement.

**CONTRACT NUMBER DEH 14-0003**  
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**REMEDATION PROGRAM**  
**GRANT FUNDING**

**ARTICLE 11**  
**INSPECTION OF SERVICE**

- 11.1 **Subject to Inspection.** All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Grantee shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Grantee's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Grantee's performance.
- 11.2 **Specification and Requirements.** If any services performed by Grantee do not conform to the specifications and requirements of this Agreement, DEH may require Grantee to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Grantee correctly performs them. When the services to be performed are of such a nature that Grantee's cannot correct its performance, the County shall have the right to (1) require the Grantee to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Grantee fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Grantee, and/or withhold from payments due to Grantee, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 12**  
**USE OF DOCUMENTS AND REPORTS**

- 12.1 **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Grantee under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Grantee, except as required by state or federal law, without the prior written approval of the County.
- 12.2 **Publication, Reproduction or Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 13**  
**PURPOSE**

County and Grantee acknowledge that the funds are being provided to fulfill the work described in the Statement of Work in Exhibit A.

**ARTICLE 14**  
**DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Grantee shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

**ARTICLE 15**  
**GENERAL PROVISIONS**

- 15.1 **Assignment.** Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DEH; DEH's consent shall not be unreasonably withheld.
- 15.2 **Contingency.** This Agreement shall bind DEH only following its approval by the Board of Supervisors or when signed by

**CONTRACT NUMBER DEH 14-0003**  
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**REMEDATION PROGRAM**  
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the Director of the Department of Environmental Health.

- 15.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Grantee and requests for proposals from County, are superseded.
- 15.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 15.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 15.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 15.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 15.8 Modifications; Waivers. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 15.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 15.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 15.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Grantee's Representative identified on the signature page.
- 15.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 15.14 Time. Time is of the essence of each provision of this Agreement.
- 15.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 15.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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GRANT FUNDING**

**SIGNATURE PAGE**

**AGREEMENT TERM.** This Agreement shall be effective this 12th day of September, 2014 ("Effective Date") and end on June 30, 2016 ("Initial Term").

**OPTION TO EXTEND.** The County's option to extend is for one (2) increment of one (1) year(s) each for a total of two (2) years beyond the expiration of the Initial Term, not to exceed June 30, 2018. Payments during any extension period shall be based on milestones specified in Exhibit C. All payments are subject to "Availability of Funds."

**COMPENSATION:** Pursuant to Exhibit C, County agrees to pay Grantee a sum not to exceed \$499,905 for completion of the work set out in the Statement of Work, whether that work is completed during the Initial Term of this Agreement or during an extended term, in accordance with the method of payment stipulated in Article 4.

**COTR.** The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR")

*Greg Slawson  
5570 Overland Avenue  
San Diego, CA 92123  
Phone (858) 495-5358, FAX (858)694-3575  
Greg.Slawson@sdcounty.ca.gov*

**CONTRACTOR'S REPRESENTATIVE.** The Grantee has designated the following individual as the Grantee's Representative.

*Gary Smith  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054  
Phone (760) 435-5085  
GSmith@ci.oceanside.ca.us*

IN WITNESS WHEREOF, County and Grantee have executed this Agreement effective as of the date first set forth above

DEPARTMENT OF ENVIRONMENTAL HEALTH

**GRANTEE**

By: \_\_\_\_\_  
ELIZABETH A. POZZEBON, Director  
Department of Environmental Health

Date: \_\_\_\_\_

By: \_\_\_\_\_

PRINT NAME, Title

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

By:   
Senior Deputy County Counsel

Date: 8-28-14

## EXHIBIT A

### DETAILED PROJECT PROPOSAL

#### A. Project Purpose and Overview

The City of Oceanside (City) is seeking to secure a competitive grant from the County of San Diego Department of Environmental Health (County) under the Vector Habitat Remediation Program to mitigate mosquito breeding habitat within Loma Alta Slough designated as San Diego County Site ID # 336 (Site 336). The Loma Alta Slough is a small coastal estuarine wetland located at the mouth of Loma Alta Creek next to Buccaneer Beach Park and is entirely within the City of Oceanside in north San Diego County, California. The Estuary has intermittent connection to the Pacific Ocean due to natural mouth closing and opening Loma Alta Slough mouth closes naturally from sand deposited by the ocean currents in the spring and remains closed until storm flows breach the sand berms during the wet weather season (September to April). . The City of Oceanside does not dredge Loma Alta Slough open, and manages the sand berm to divert flow to the inlet for the UV treatment plant during the summer month to maintain high water quality at the beaches. The Estuary receives freshwater inputs from an approximately 6,300-acre watershed. When the Estuary is closed, standing water does not circulate and exchange with the ocean.

The City of Oceanside received a State Water Resources Clean Beaches Initiative (CBI) grant in 2006 to implement a UV treatment system to reduce fecal indicator bacteria (FIB) exceedances at the heavily used Buccaneer Beach. During the summer months when the sand berm blocks the Estuary from tidal flows, the City operates the pumping system and UV treatment plant to collect and treat waters within the Loma Alta Slough prior to discharge at the beach. This system collects waters that accumulate in the Estuary from urban non-storm flows through an inlet structure located at the western end of the Estuary. Water is channeled from this inlet to a wet well that then pumps the Estuary water to the treatment plant. The City operates the pumps and treatment plant on a daily basis as fresh water from the watershed accumulates in the Estuary and begins to fill. The City uses a water level gauge to determine timing of pump operation and treatment.

As the fresh water input from the watershed accumulate in the Estuary, areas of the Loma Alta Slough adjacent to the main channel accumulate water and pond in areas along the northern bank from the Pacific Coast Highway to the east side of the railroad overpass. The intake elevation of the UV treatment system and the head need to reach the wet well does not allow for use of a higher pumping level to significantly reduce the ponding in these areas.

Although the Estuary is a tidal marsh, during the summer months tidal flows do not reach the Estuary due to the sand berm and continuous fresh water inputs from the watershed. This condition results in ponding of water that contains more fresh water than brackish water along the banks of the Estuary. Lighter density-fresh water remains as a lens on the surface of the Estuary main channel that when the Estuary begins to fill up spreads out to these flat bank areas where these waters pond and create mosquitos breeding habitat. These bank areas do not contain channels that can readily drain these ponded waters and exchange with the deeper

more brackish water within the main channel of the Estuary. Vegetation in these areas consists of both native brackish to freshwater reed-type plants and invasive species. This vegetation also prevents drainage of the ponded water and better exchange with the deeper open and brackish water of the main channel of the Estuary. Vegetation in the northern bank is less-representative of tidal marsh habitats that would be expected in these areas under better tidal exchange and circulation with the main Estuary channel.

The Site 336 is part of the County's Program Vector Program and routinely gets treated for mosquitoes. A site visit was conducted at Loma Alta Slough on June 4, 2014 by City personnel and representatives of the County's DEH Vector Control Program to view the current conditions. As can be seen in the site photographs included as an attachment to the application, standing water is present in several areas of the northern bank of the Estuary where fresh water from the watershed travels down the main channel of the slough on the surface and then spreads out to these flat side bank areas as the Slough fills until sufficient water has accumulated to allow for the UV treatment inlet to divert these waters to the treatment plant. County DEH representatives identified mosquito larvae in these ponded areas.

This grant application and detailed proposal is for a Study Project to obtain regulatory permits and develop an engineering designed solution to mitigate vector habitat within Site 336. All work proposed to be performed will be conducted in compliance with all land use regulations and applicable local, state and federal wetland and endangered species regulations, while minimizing adverse effects on protected species and habitats.

### **Mosquito Breeding**

Site 336 is a known mosquito breeding habitat which the County of San Diego continues to treat on a regular basis with mosquito larvicide applications and other remediation measures. The site is heavily vegetated with (reed-type plants and invasives) and is accessible by foot through a perimeter fence. The surrounding area is heavily used by the public at the Buccaneer Beach and Park on the south side of the Estuary. The area is also characterized by high density residential land use.

### **Habitat Management**

The proposed project is consistent with DEH wetland design concepts for Vector Control. The project will eliminate the ongoing problem of stagnant and ponded fresh water within the northern bank of the Loma Alta Slough that provides breeding areas for mosquitoes. New marsh channels are proposed to provide improved marsh drainage and circulation, thereby reducing ponding and mosquito-breeding habitat. The goal will be to create resilient, self-maintaining lagoon channel systems while minimizing impacts to the existing marsh.

The new channels will be designed to mimic marsh channels in natural lagoon systems, with consideration of constructability. Marsh channel systems are typically sinuous and branching, with larger channels branching into smaller channels. The channels will be sized using

geomorphic relationships between marsh area and tidal flow volume (tidal prism) and channel depth, width, and cross-sectional area. The seasonal tide range within the Slough and closure will be considered.

The areas of currently ponded water will be connected to the deeper main channel of the Estuary allowing for improved circulation and connection to more brackish and saline waters of the Estuary. This improved connection from the construction of the channels, will both reduce potential mosquito breeding habitat and allow for the establishment of more typical salt marsh vegetation and habitat. Introduction of more saline waters to the northern bank will promote recruitment of native salt marsh vegetation. The re-vegetation plan will consider plantings to assure a sustainable salt marsh habitat that will be beneficial to the Estuary and address potential mosquito breeding conditions. Removal of any current invasive vegetation will not only increase the habitat value of the marsh, but will help to provide a more sustainable hydrologic situation wherein water may flow more freely into the new channels.

The City will select, through a competitive bid process, a team that consists of seasoned professional biologists, scientists, coastal hydrologist, tidal wetland plant biologists and engineers with significant experience in identifying/understanding vector-related problems, working with regulatory agencies to obtain necessary permits, designing long-term solutions to for vector control and coastal wetland systems, effectively and safely constructing solutions in accordance with approved design criteria.

### **Consistency with Regional Plans**

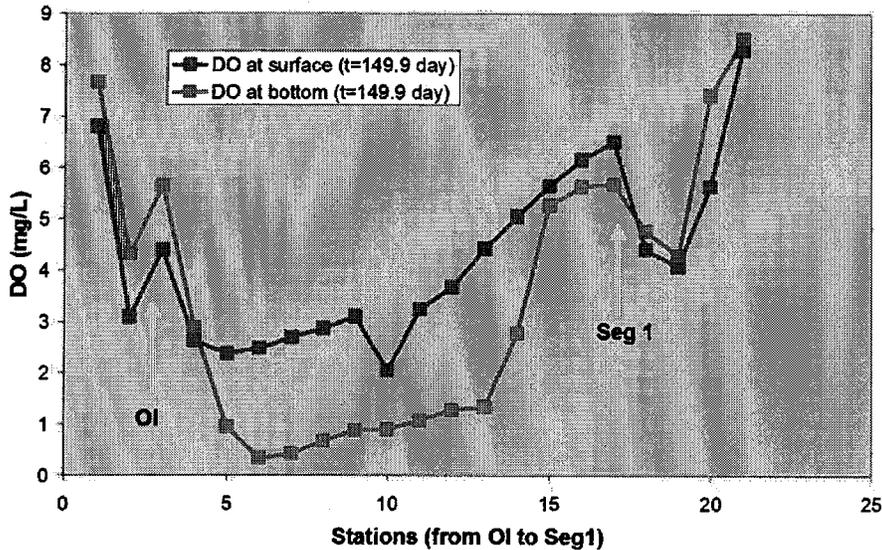
The proposed project is consistent with existing watershed, habitat conservation, and water quality management plans that include the Loma Alta Slough. The Loma Alta Creek Watershed Management Plan was completed in 2003 with the purpose to assist the City of Oceanside, City of Vista, resource agencies and other stakeholders to protect, enhance, and restore the beneficial uses within the watershed. The existing beneficial uses for the Loma Alta Lagoon as defined in the San Diego Region Basin Plan include Contact Water Recreation (Rec-1), Non-Contact Water Recreation (REC-2), Estuarine Habitat (EST), Marine Habitat (MAR), Wildlife Habitat (WILD) and Rare, Threatened, or Endangered Species (RARE). The proposed vector habitat remediation project is consistent with this watershed planning document in that the project proposes to enhance and restore beneficial uses as part of addressing the ponding of water on the lower northern banks that creates ideal habitat for mosquito breeding when the slough is closed. The proposed connection channels and grading will result in multiple benefits that include improved to community health through reduced mosquito breeding activity, improved water quality and enhanced habitat. These benefits are consistent with the Watershed Management Plan that promotes restoration of the beneficial uses through improvements to water quality and habitat in the watershed.

Water quality improvements will be achieved through greater circulation of waters that now pond and become stagnant on the northern banks due to the elevation of these banks and operation of the inlet and pumping system when the slough is closed. To prevent flooding of properties

along the slough and address water quality at the adjacent beach, the City operates an inlet and pumping system at the downstream end of the slough that directs the collected water to a UV treatment system to periodically draw down the water level and discharge treated water into the ocean. This fluctuation of water level during the summer months results in the inundation of the marsh areas within the project areas that result in shallow and fairly stagnate water conditions which is ideal for mosquito breeding habitat. The objective of the project is to address the mosquito breeding habitat by both creating better connection of these ponded areas to the main channel through construction of channels and using the excavated sediment to grade the area for improved drainage while maintaining the habitat condition to promote tidal marsh vegetation consistent with the North County Conservation Plan. These measures may also improve mixing of the slough waters that can improve water quality.

To further demonstrate the projects consistency with existing watershed and water quality management plans, the following discussion of water quality in the slough is presented and how the project will benefit water quality. The proposed project will improve overall mixing of the waters in the slough during the summer months when stratification and resulting low dissolved oxygen impact the slough's water quality. Figure 1 presents dissolved oxygen readings from Loma Alta Slough measured by the Southern California Coastal Waters Research Project (SCCWRP). These measurements show the stratification of the slough and lower dissolved oxygen conditions at lower depths compared to the surface readings during the summer months when the slough is closed. The proposed project will improve mixing of the waters in the slough by creating connected channels within areas of the lower northern bank, as shown on Figure 2, where water ponds when the water levels rise prior to the City opening the downstream inlet and turning on the pumps to the UV treatment plant. . During the design analysis, if it is determined that the connected channels and grading will not fully address the mosquito breeding issue due to grading limitations, then a feasibility level evaluation will be conducted on additional measures to prevent ponding through better water level management that will also improve mixing and water quality. Improved mixing within the slough will reduce the stratification and low dissolved oxygen observed during the summer months that can impact sensitive species.

### DO in Water Column



**Figure 1: Dissolved Oxygen Reading in Loma Alta Slough – Closed System (OI is Ocean Inlet)(SCCWRP, 2012)**

These proposed measures are therefore consistent with the Water Quality Improvement Planning proposed by the City and required by the San Diego Regional Board as part of the Resolution of Commitment to an Alternative Process for Achieving Water Quality Objectives for Biostimulatory Substances In Loma Alta Slough under Resolution No. R9-2014-0020. The proposed construction of connection channels to the main channel will improve conditions for mixing of lower dissolved oxygen higher salinity waters with lighter lower salinity surface waters when done in combination with other measures to improve circulation in the slough. As part of the hydrology analysis, the feasibility of other measures to improve mixing will also be evaluated if the proposed connection channels and grading cannot fully address the mosquitos breeding habitat issue (based on the information from the topography and biological surveys). This feasibility level evaluation will take into account the current beach water quality measures that include berm management and operation of the ultra-violet (UV) treatment system. The berm is managed to keep the slough closed during the summer months in order to divert the slough waters through an inlet and pump system that directs it to the UV treatment system prior to discharge into the ocean. The Regional Board Resolution requires certain water quality improvements that may include improved mixing within the slough during the summer months.

The City has also acquired 0.89 acres of property (2 parcels) located on the north bank of Loma Alta Creek that was historically a lagoon and was in- filled for development. These parcels are adjacent to 3 parcels (2.62 acres) owned by the City of Oceanside as shown on Figure 3. The City has plans to restore these parcels to improve water quality and enhancement of habitat as part of the Wetlands Recovery Plan. This area is not within the proposed vector habitat

remediation project, but as part of the Loma Alta Slough will greatly supplement the efforts of this project to improve mixing/circulation in the slough during the summer months that are most prone to mosquito breeding. The proposed project will be complementary and will also establish design guidelines for these additional projects to address potential mosquito breeding habitat.

The proposed project is also consistent with the North County Conservation Plan that identifies the Loma Alta Slough as a resource for wetland vegetation. The proposed project will enhance the wetland habitat through improved circulation and removal of invasive plant species that are not consistent with tidal marsh habitat.

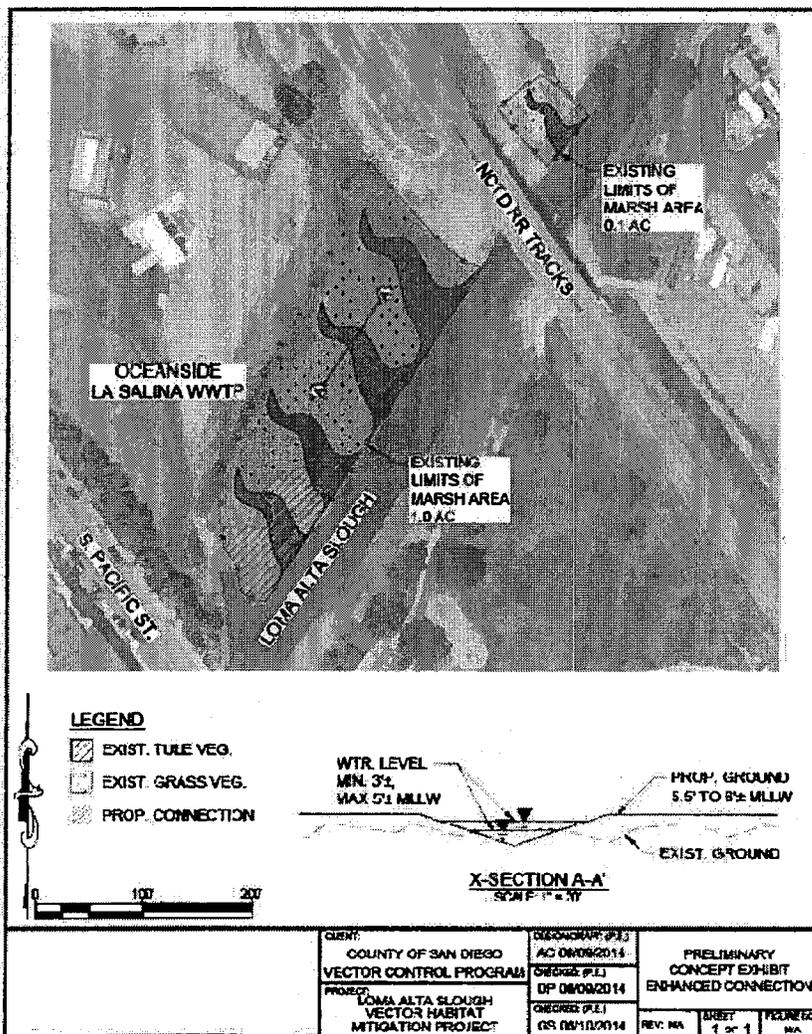


Figure 2: Preliminary Project Concept - Location of Proposed Connected Channels

**CEQA, Permitting, and Biological Significance**

## **CEQA**

The City of Oceanside will be the Lead Agency under CEQA since the work to be carried out is within the City's jurisdiction. The County's Vector Remediation PEIR will be used by the City and the regulatory agencies as the appropriate CEQA document.

The City will prepare and adopt necessary findings under CEQA Guidelines Sections 15162 and Section 15168, which set forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when there is a previously certified program EIR covering the project for which a subsequent discretionary action is required.

The findings in Section 15162 must be made that no substantial changes are proposed in the project, no substantial changes occur with respect to circumstances under which the project will be undertaken, which will require major revisions to the PEIR, and no new information of substantial importance is available.

Section 15168 provides the circumstances that must be examined in order to determine whether an additional environmental document must be prepared. Findings must be made that no new effects could occur and no new mitigation measures would be required. The applicable PEIR mitigation measures must be incorporated into the project, and it must be documented that environmental effects of the operation were covered in the PEIR.

Anticipated mitigation measures include restoration of the drainage channel after construction, restoration and/or enhancement of nearby disturbed areas, biological monitoring, possible seasonal restrictions on construction (breeding season), cultural resources study, potential noise restrictions, and water quality reporting.

The biology report for the project will detail impacts of the project and provide mitigation measures consistent with the PEIR measures. Impacts and mitigation measures incorporated into the project for the other CEQA issues will be included in the CEQA Findings documenting the use of the County's PEIR.

A cultural resources survey and report will be prepared as required by the PEIR and resource agency permits.

The County certified a Program EIR and obtained program wetland permits that can be used for projects with limited impacts (less than 5,000 square feet of jurisdictional impact). It is assumed that the program permits are not able to be used for this project. Furthermore, the PEIR does not cover projects within the coastal zone. Therefore the project does not fit the criteria that allow the use of the Resource Agency Umbrella Permits that the County has established for the Vector Control Grant Program.

## **Permitting**

This task includes preparation of the permit application forms, which includes a cover letter, permit forms, graphics, providing backup reports, obtaining signatures, etc. Jurisdictional permits are required for work in this drainage area, which is within the coastal zone and shown as both a waters of the U.S and waters of the state.

The City's selected consultant team will prepare and submit the following permit applications and agreement requests for this project.

- *Clean Water Act Section 404 Permit.* City's selected consultant will prepare and submit a Nationwide Permit NWP 7 – Construction of new Drainage Channels in the Northside of the Loma Alta Slough application to the Corps. Supporting documentation and participation in a Section 7 consultation will be provided, if required depending on identification of sensitive species.
- *Clean Water Act Section 401 Water Quality Certification.* City's selected consultant will prepare and submit a 401 Water Quality Certification application to the San Diego Regional Water Quality Control Board (RWQCB), which, along with the State Water Resources Control Board (SWRCB), also regulates discharges to Waters of the State under authority of the Porter-Cologne Water Quality Act and, in certain cases, requires an Application/Report of Waste Discharge (ROWD). The fee for the Section 401 water quality certification is included in the cost estimate. (\$944 base fee plus \$1,500 (est.) Permit Fees)
- *California Fish and Game Code Section 1602 Streambed Alteration Agreement.* City's selected consultant will prepare and submit a Division 2, Chapter 6, Section 1602 Streambed Alteration Agreement request to the California Department of Fish and Wildlife (CDFW) for project impacts to areas under CDFW jurisdiction. The filing fee for this permit is included in this cost estimate. (\$2,947.50 base fee plus \$4,912.25 Permit Fees)
- *Coastal Development Permit.* City's selected consultant will consult with the City of Oceanside Planner or California Coastal Commission regarding consistency with the City's Local Coastal Program (LCP). A Coastal Development Permit (CDP) is required for the project due to the anticipated need to access the wetland area with equipment to remove sediment from the area where water ponds to improve circulation that is not considered a maintenance activity. The City's selected consultant will coordinate with the City Planner and submit a Coastal Development Permit to the California Coastal Commission San Diego Coast District Office. The California Coastal Commission protects and regulates California's coast through state and local government implementation of policies that safeguard state interests in coastal resources. (CDP fee: \$6,576 for projects between \$100-\$500k, and an grading fee of \$2,192 assuming 1,000-10,000 cubic yards)

The City anticipates that the regulatory agencies may require additional information beyond that provided in the original permit application, and a significant level of coordination including meetings and phone calls with the permitting agencies may be required to successfully negotiate the terms of the permits. A pre-application meeting will be held with the agencies to obtain concurrence on the type of permits and mitigation requirements early in the process, prior to initiation of final design documents.

City's selected consultant will conduct a jurisdictional delineation on-site pursuant to current United States Army Corps of Engineers (Corps) and CDFW guidelines. The delineation will be conducted in accordance with the most current methods required by the Corps, the CDFW, and the CCC. Jurisdictional boundaries within the areas of proposed impacts will be determined based on the Corp's three parameters of vegetation, hydrology, and soil.

City's selected consultant will prepare a jurisdictional delineation report (as an appendix to the Biological Technical Report) that will present the results of the delineation and support the 404 Permit, 1602 Agreement, and 401 Water Quality Certification and LCP applications. The report will be based on City's selected consultant best effort to quantify the amount of Waters of the U.S. and Waters of the State jurisdictional areas on the project site using the current regulations, written policies, and guidance from the City and regulatory agencies. However, only the Corps, CDFW and CCC can make a final determination of jurisdictional boundaries.

A habitat mitigation and monitoring plan (HMMP) will be prepared that will outline the strategy to mitigate for unavoidable permanent impacts.

The City's selected consultant will conduct a cultural resources record search and field investigation, as required by the County's PEIR, and provide a cultural resources report with the results of the field survey and records search, in compliance with Section 106 National Historic Preservation Act (NHPA) requirements..

### **Biological Significance**

City's selected consultant will conduct a biological survey of the project area to identify the habitat types onsite and identify the potential for presence of sensitive biological resources. The biological survey assumes two biologists will be able to complete the survey in one day, and no focused surveys will be conducted.

The City's selected consultant will prepare a Biological Technical Report that includes vegetation mapping, potential for presence of sensitive plants and animals, and provide an impact analysis and mitigation recommendations. The report will include an analysis of how the project relates to the County's Vector Remediation Program Environmental Impact Report (PEIR), certified in March 2010. Mitigation measures from the County's PEIR will be incorporated into the project, as appropriate. The PEIR does not cover projects within the coastal zone. Therefore the project does not fit the criteria that allow the use of the Resource Agency Umbrella Permits that the County has established for the Vector Control Grant Program.

The Biological Technical Report will be submitted to the City of Oceanside and will be used to support the appropriate permit applications.

### **Long Term Maintenance**

City's selected consultant will prepare a Restoration/Maintenance Plan, in consultation with City Managers, to construct new channels within the northern portion of the Estuary to connect this area with the main channel of the Slough and improve tidal circulation and drainage of this area that is a known mosquito breeding habitat. Evasive plants and freshwater reed-type plants will be removed from this area and native salt marsh vegetation planted and established. Post construction maintenance would occur for a period of 90 days following completion of plant installation. The site shall be cleaned of trash, debris, and invasive plant species. Cut weed material will be raked up and removed from the site.

Long term maintenance is anticipated to be minimal as the proposed design is to establish a sustainable tidal marsh habitat that is self-sustaining. Inspections will be performed by the City of Oceanside and general refuse, invasives plants and freshwater reed-type vegetation will be removed to maintain flow in the new channels and establish tidal marsh vegetation. Funding for maintenance is provided in part by the City of Oceanside Public Works Department. Based on results of inspections, removal of invasive plants and will be documented and performed by a Site Inspector at least annually. The design of this project is intended to minimize long-term maintenance to the maximum extent possible. The maintenance plan will be reviewed and approved by the resource agencies as part of the permit process.

### **B. Scope of Work**

Since this project is being proposed as a "Study Project", the focus of the initial effort will be to obtain regulatory permits (as described above) and develop and design an engineered solution to mitigate vector habitat within Site 336. A general overview of the current condition of Site 336 and proposed engineering design is provided below.

### **Current Conditions of Site 336**

Although the Estuary is a tidal marsh, during the summer months tidal flows do not reach the Estuary due to the sand berm and continuous fresh water inputs from the watershed. This condition results in ponding of water that contains more fresh water than brackish water along the banks of the Estuary. Lighter density-fresh water remains as a lens on the surface of the Estuary main channel that when the Estuary begins to fill up spreads out to these flat bank areas where these waters pond and create mosquitos breeding habitat. These bank areas do not contain channels that can readily drain these ponded waters and exchange with the deeper more brackish water within the main channel of the Estuary. Vegetation in these areas consists of both evasive and native brackish to freshwater reed-type plants. This vegetation also prevents drainage of the ponded water and better exchange with the deeper open and brackish water of the main channel of the Estuary. Vegetation in the northern bank is less-representative

of tidal marsh habitats than would be expected in these areas under better tidal exchange and circulation with the main Estuary channel.

### **Proposed Engineering Design**

In order to reducing ponding and mosquito-breeding habitat, new marsh channels are proposed to provide improved marsh drainage and circulation. The goal will be to create resilient, self-maintaining lagoon channel systems while minimizing impacts to the existing marsh.

The new channels will be designed to mimic marsh channels in natural lagoon systems, with consideration of constructability. **Figure 2 provides a concept of the proposed project.** Marsh channel systems are typically sinuous and branching, with larger channels branching into smaller channels. The channels will be sized using geomorphic relationships between marsh area and tidal flow volume (tidal prism) and channel depth, width, and cross-sectional area. The seasonal tide range within the Slough and closure will be considered.

The goal of the engineering design will be to design channels that can be effectively and efficiently constructed using construction equipment available to local contractors. A key consideration will be to construct channel banks with stable slopes (e.g., 3H:1V) to avoid slumping and the need for maintenance. Soil excavated to create the marsh channels will be reused onsite as possible within the Slough for grading to address ponding of waters when the slough fills to the elevation where the inlet and pump system is operated manually by the City. This includes increasing current elevations of the marsh areas within the project limits..

The objective of the project is to address the mosquito breeding habitat by both creating better connection of these ponded areas to the main channel through construction of channels, and using the excavated sediment to grade the area for improved drainage while maintaining the habitat condition to promote tidal marsh vegetation consistent with the North County Conservation Plan. The channels are necessary to promote the types of existing salt marsh native vegetation currently present at the site. The excavated sediment from the connected channels will be placed in the marsh area to raise the marsh areas above the maximum water surface experienced during the summer months. A detailed topographic survey and biology studies will be utilized to determine the maximum feasible graded marsh elevation that will still support the desired vegetation. It is anticipated that the marsh elevation will be above the maximum water surface elevations currently experienced during the summer months thus eliminating the existing ponding conditions that occur when the system is closed. If the detailed studies proposed indicate that the marsh area can only be graded to an elevation that does not fully address the ponding issues, then the design analysis will be similar to that discussed above, but will also include the evaluation of additional measures as part of the hydrology study task.

This evaluation as part of the hydrology study task will include a feasibility level evaluation on additional measures to prevent ponding through better water level management that will also

improve mixing and water quality. Improved mixing within the slough will reduce the stratification and low dissolved oxygen observed during the summer months that can impact sensitive species. These additional measures may include reconfiguring the UV intake system (slightly lowering the maximum summer time water surface elevation) and/or increasing mixing of saline water throughout the system as discussed below.

In addition to the dry weather flows that reach the slough from the Loma Alta Creek, spring tidal conditions generally result in ocean water input into the slough. High salinity groundwater seepage into the slough also occurs in the summer when the coastal groundwater table is above the bottom elevation of the slough. The proposed feasibility evaluation will consider these inputs to the system. Additional methods to improve circulation when the slough is closed may be evaluated for implementation with the channel excavation. These methods may include improving operational efficiency of the downstream UV inlet and pump system to expand the area of mixing created near the inlet, installation of solar powered circulation device(s) to de-stratify the slough waters, and/or berm management. The berm is maintained closed during the summer months to protect the beach from potential high bacteria concentrations that occur in the slough. The inlet, pump and UV treatment system operate during the summer months as part of the beach water quality measures by the City. The City is interested in developing a long-term solution to address the vector habitat issue in coordination with the water quality issues. For this reason the feasibility of other methods to improve circulation in addition to raising the marsh areas and excavating connection channels will be assessed during the design phase and potentially proposed for implementation as part of the project construction phase.

As additional components to the engineering design, City's selected consultant will also complete the following:

- Work Plan In order to ensure that the City's selected consultant's project understanding is in alignment with the City's goals for the project, a Work Plan will be prepared that describes the project approach, anticipated progression, key objects, and constraints. This may include a summary of the site's historical background, existing studies, permitting options, and preliminary concept designs.
- Hydrology & Hydraulic Analysis In order to support the proposed design of the new channels within the northern area of the Estuary, a hydrology study of the Estuary will be conducted. The results of the hydrology and hydraulic analysis will be summarized in a report prepared for the project.
- Engineering Survey City's selected consultant will subcontract the performance of an engineering survey of the project site to a licensed land surveyor. The engineering survey will include creating topographic elevations of the site area. Other site features, including the location of existing infrastructure, fence line, and property boundaries, will also be surveyed. The survey data will be used to facilitate the proposed new channel design and hydraulic analysis. City's selected consultant will also subcontract the performance of a limited geotechnical evaluation of the project site to a certified geotechnical firm to provide soil engineering related to sediment quality.

- New Marsh Channels Plans City's selected consultant will prepare New Marsh Channel Plans for the site in accordance with local, state and federal standards and regulations. For more information on proposed improvements see the *Proposed Engineering Design* section above. The new channel plans will provide adequate detail and specifications to facilitate environmental permitting, obtain grading permit, and enable the contractor to construct improvements during the implementation phase of the project.
- Storm Water Pollution Prevention Plan (SWPPP) City's selected consultant will prepare a Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), whichever is applicable, for the project in accordance with the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Permit) and/or City of Oceanside guidance. The plan will clearly show locations of key best management practices for construction activities, which include a stabilized construction entrance, concrete washout, construction fence, and other erosions control measures. The document will include additional key information and contact information required for channel improvements project.

City's Selected Consultant will coordinate with the County of San Diego Vector Control Department during the New Marsh Channel Plans design process. The concept of establishing a new channel in the northern side of the Loma Alta Slough will be discussed in more detail with the County after project initiation. Prior to submitting preliminary plans to the City of Oceanside Developmental Services Department, City's Selected Consultant will provide plans to the County of San Diego Vector Control Department for review. Comments received from the County will be incorporated into the plans. During the approval process, City will continue to coordinate with the County when responding to review comments received from City Staff that may pertain to the County guidance and/or require County input.

**COUNTY CONTRACT NUMBER DEH 14-0003**  
**AGREEMENT WITH CITY OF OCEANSIDE FOR VECTOR HABITAT**  
**REMEDATION PROGRAM**  
**COMPETITIVE GRANT FUNDING**

**EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONSULTANT**

Without limiting Consultant's indemnification obligations to County, Consultant shall provide at its sole expense and maintain during the term of this Agreement and for such other period as may be required, insurance specified in this Agreement.

**1. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services, Office form CG0001.
- B. Automobile Liability covering all owned, non owned and hired auto, Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Errors and Omissions Liability required if Consultant provides or engages any type of professional services including but not limited to engineers, architects, software designers, auditors.

**2. Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Grantees Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Errors and Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contain one or more aggregate limit, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Consultant to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Consultant's work pursuant to the Contract.

**3. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4. Other Insurance Provisions.** The general liability, automobile liability, professional liability shall contain, or be endorsed to contain the following provisions:

A. Additional Insured endorsement (Does not apply to professional liability)

Any general liability policy provided by Consultant shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance endorsement

For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Agreement entitled "Notices".

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**COUNTY CONTRACT NUMBER DEH 14-0003**  
**AGREEMENT WITH CITY OF OCEANSIDE FOR VECTOR HABITAT**  
**REMEDICATION PROGRAM**  
**COMPETITIVE GRANT FUNDING**

**EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS**

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**GENERAL PROVISIONS**

5. **Qualifying Insurers.** All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.
6. **Evidence of Insurance.** Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, Consultant shall furnish the County with certificate of insurance and amendatory endorsements effecting coverage required by this clause. Copies of renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy.
7. **Failure to Obtain or Maintain Insurance; County's Remedies.** Consultant's failure to provide insurance specified or failure to deliver certificates of insurance, or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for any such default by Consultant.
8. **No Limitation of Obligations.** The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
9. **Review of Coverage.** County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Consultant to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
10. **Self-Insurance.** Consultant may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in the Agreement under a plan of self-insurance. Consultant shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Consultant's (i) net worth, and (ii) reserves for payment of claims of liability against Consultant, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Consultant's utilization of self-insurance shall not in any way limit liabilities assumed by Consultant under the Agreement.
11. **Claims Made Coverage.** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
  - A. The policy retroactive date coincides with or precedes Consultant's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
  - B. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
  - C. If insurance is terminated for any reason, Consultant shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
  - D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
12. **SubGrantees' Insurance.** Consultant shall require that any and all subGrantees hired by Consultant are insured in accordance with this Agreement. If any subGrantee's coverage does not comply with the foregoing provisions, Consultant shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subGrantees failure to maintain required coverage.
13. **Waiver of Subrogation.** Consultant and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Agreement), but only to the extent that the proceeds received from any policy of insurance carried by County or Consultant, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Consultant hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

**CONTRACT NUMBER DEH 14-0003**  
**AGREEMENT WITH CITY OF OCEANSIDE FOR VECTOR CONTROL**  
**HABITAT REMEDIATION PROGRAM**  
**COMPETITIVE GRANT FUNDING**

**EXHIBIT C – PRICING**

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The County will release grant funds for completed work. As set out below, the grant amounts are budgeted either for a task or completion of a milestone. The amounts budgeted for individual tasks or milestones are the maximum amount of funds that will be released for that individual task or milestone. Budget shall not be transferred between tasks or milestones unless an Administrative Adjustment is made by the COTR and signed by both the COTR and the Grantee. If this grant designates an amount for project maintenance after initial work is complete, the "grant amount" to which percentages are applied in the milestones below excludes that set aside.

**Total for project - \$499,905**

County will confirm prior to payments being issued, that each milestone has been completed in the agreed upon manner as described in Exhibit A – Statement of Work.

See Attachment – Loma Alta Slough Lower Reach

Project Initiation, K/O, Management	\$	46,500
Work Plan	\$	6,000
Biological Surveys, Biological Technical Report and Jurisdictional Delineation Report	\$	18,000
Cultural Resources Survey and Report	\$	4,000
CEQA Preparation and Processing (if needed)	\$	90,000
Regulatory Permit Applications	\$	40,000
Regulatory Permit Fees	\$	29,074
Regulatory Permit Processing	\$	15,731
Hydrology and Hydraulic Analysis	\$	58,000
Engineering Survey	\$	12,100
Engineering Survey (Geotechnical)	\$	52,000
New Marsh Channel Improvement Plans	\$	68,000
Storm Water Pollution Prevention Plan/ Water Pollution Control Plan	\$	8,500
Restoration/Maintenance Plan (includes mitigation in project vicinity)	\$	14,000
Contract Administration	\$	28,000
Contingency	\$	10,000
<b>TOTAL</b>	<b>\$</b>	<b>499,905</b>

Exhibit B

