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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

December 17, 2024

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 869 5308 3947
3. Passcode: 686885

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.GOV.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

    a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

   a. Follow Zoom details listed above.
   b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
   Agency designated representatives: Ashley Golden, Assistant City Manager, Steve Naveau, Director of Human Resources, Jason Benites, Police Chief, and Alexander Hamilton, Fire Chief
   Employee organization: Oxnard Public Safety Managers Association (OPSMA)
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action

on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of November 19, 2024 regular meeting as presented.
Legislative Body: City Council
Contact: Rose Chaparro, (805) 385-7805

2. Fire Department

SUBJECT: Authorization to Submit FEMA and Homeland Security Grant Applications.
RECOMMENDATION: That the City Council adopt a resolution that:

1. Ratifies the submission of six (6) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for $1,474,000, including a $134,000 local match for the purpose of procuring four (4) paramedic monitors, a paramedic squad, EMS training equipment, radio reprogramming training, eight (8) tethered drones, and HazMat training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 26, 2024).
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

3. Fire Department

SUBJECT: Authorization to Submit FEMA Assistance to Firefighters Grant Application.
RECOMMENDATION: That the City Council adopt a resolution that:

1. Ratifies the submission of one (1) grant application to the FEMA Assistance to Firefighters Grant (AFG) for $506,673 including a $46,061.18 local match for the purpose of fire prevention training for the Oxnard Fire Department Prevention Bureau.
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(This item did not originate in committee due to impending grant deadline.)
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

4. Housing Department
SUBJECT: United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) Application.
RECOMMENDATION: That the Board of Commissioners adopt a resolution authorizing the Executive Director to submit a HUD Rental Assistance Demonstration (RAD) Program Application to convert public housing subsidies to project-based Section 8 assistance under the RAD program and any companion HUD disposition programs, including executing all required application documents and supporting documents for the submission of the RAD application.

(This item did not originate in Committee.)
Legislative Body: Housing Authority
Contact: Emilio Ramirez, (805) 385-8094

5. Public Works Department
SUBJECT: Public Project Agreement 32500303 with Jaynes Brothers Construction, Inc. for Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $239,993.90 in Project funds for the Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $199,993.90 and a Project contingency amount of $20,000 (~10%) for a total not to exceed value of $219,993.90 for the Project; and
4. A Project allocation amount of $20,000 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department
SUBJECT: Public Project Agreement 32500304 with R.E. Schultz Construction, Inc. for Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $386,220 in Project funds for the Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of $321,850 for and a Project contingency amount of $32,185 (10%) for a total not to exceed value of $354,035 for the Project; and
3. A Project allocation amount of $32,185 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department
SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department
SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department
SUBJECT: Multi-Agency Agreement 32500282 for Funding Santa Clara River Monitoring Program.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) among the County of Ventura, the Ventura County Watershed Protection District, City of Fillmore, City of Oxnard, City of Santa Paula, and City of San Buenaventura (Parties), for the sharing of costs to fund the Santa Clara River (SCR) Total

Maximum Daily Load (TMDL) monitoring program.

(This item did not originate in Committee as this is a continuation of an item previously approved by Council at the October 4, 2016, City Council meeting, Agreement A-7917.)
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

10. City Manager Department
SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period June 13, 2024 through December 5, 2024.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

11. Housing Department
SUBJECT: Ground Lease Agreement between the City of Oxnard and Catalyst Family Incorporated.
RECOMMENDATION: That the City Council:

Approve and authorize the Mayor to execute a five-year ground lease between the City of Oxnard and Catalyst Family, Inc, a non-profit California public benefit corporation, at a monthly lease rate of $3,645.83, for a 17,500 square foot area in Colonia Park located at 170 North Juanita Avenue for the purpose of childcare services.

(This item did not originate in Committee.)
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

K. REPORTS

1. Housing Department
SUBJECT: Consultant and Professional Services Agreement for Real Estate Services with CBRE. (10 minutes)
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Consultant and Professional Services Agreement (Agreement No. 325001360) with CBRE for Real Property Services for an initial term of 18 months with three one year options to extend, for an agreement amount not to exceed $675,000

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/hUfnSxIGLTw
Legislative Body: City Council
Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Public Project Agreement 32500276 with Ayala Engineering, Inc. for Eastern Trunk Sewer Manhole Rehabilitation, Phase 1 (Rebid No. 2), Specification No. PW 22-25R2. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $3,427,200 in Project funds for the Eastern Trunk Sewer Manhole Rehabilitation, Phase 1,(Rebid-2), Specification No. PW 22-25R2;
2. The Mayor to Execute an Agreement with Ayala Engineering, Inc. for $2,856,000 and a Project contingency amount of $285,600 (10%) for a total not to exceed value of $3,141,600 for the Project; and
3. A Project allocation amount of $285,600 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/vWfTNB04v_k
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Public Project Agreement 32500284 with California Skateparks for Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $4,500,000 in Project funds for the Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35;
2. The Mayor to Execute an Agreement with California Skateparks in the amount of $4,090,909 with California Skateparks;
3. A Project allocation amount of $409,091 (~10%) for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/V6V5N9oyYsQ
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

4. City Manager Department

SUBJECT: Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee 3 Construction Project. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;
2. Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee Construction Project; and
3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3c1yFKsZDgo
Contact: Alexander Nguyen, (805) 385-7430

5. Public Works Department
SUBJECT: Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of $353,550 and appropriate an amount not to exceed $662,890 for FY 2024-25 expenses in the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LCZNrLi-N-M
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

L. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1

DATE: December 17, 2024

TO: City Council

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of November 19, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 11 19 2024 CC Regular Meeting

MINUTES

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
November 19, 2024

A. ROLL CALL, POSTING OF AGENDA

At 6:01 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. CEREMONIAL ITEMS

1. Presentation of a Proclamation Designating the Month of November 2024 as "Family Caregivers Month."

Mayor Zaragoza read the proclamation and presented it to Aracely Preciado and Tomas Castro with SEIU Local 2015. They accepted the proclamation on behalf of the organization and said a few words.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Grant Kennedy (extended period of time taken by department to process permits complaint).

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

No community updates were provided.

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

The members of the Council provided brief announcements regarding their various activities.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1 through L-9 were reviewed and discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of October 8, 2024 special meeting and October 15, 2024 regular meeting as presented.

2. Public Works Department
SUBJECT: Trade Services Agreement 32500133 with Econolite Systems Inc. for Traffic Signal Pre-Emption Program Project, Specification No. PW 24-105, Caltrans Project No. CRASLNI-5129(108).
RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Econolite Systems Inc. in the amount of $866,000 with a term through June 30, 2025, for the Traffic Signal Pre-Emption Program Project, Specification No. PW 24-105; and
2. The acceptance and appropriation of additional grant funds in the amount of $779,000 in FY 2024-25 from the State Grant Fund (210) and corresponding Capital Outlay Fund (301) to the Traffic Signal Pre-Emption Program Project (C2501).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

3. Public Works Department
SUBJECT: Annual Purchase Orders with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Supplies.
RECOMMENDATION: That the City Council approve and authorize the Purchasing

Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed $600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

4. Public Works Department
SUBJECT: Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. PW 25-26.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed $500,000 for on-call traffic signal repairs and services.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

5. Public Works Department
SUBJECT: Public Project Agreement 32500251 with R.E. Schultz Construction, Inc. for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $262,232 in Project funds for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of $218,526 and a Project contingency amount of $21,853 (10%) for a total not to exceed value of $240,379 for the Project;
3. A Project allocation amount of $21,853 (10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation in the amount of $116,270 from the available fund balance in Quimby Fund (351, sub-fund 8124) to the Playground Replacement Capital Improvement Project (C1313) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

6. Public Works Department
SUBJECT: Public Project Agreement 32500257 with Pacific Tide Construction for Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $332,184.04 in Project funds for the Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R;
2. The Mayor to Execute an Agreement with Pacific Tide Construction in the amount of $276,820.04 and a Project contingency amount of $27,682 (10%) for a total not to exceed value of $304,502.04 for the Project; and
3. A Project allocation amount of $27,682 for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

7. Public Works Department
SUBJECT: Not-To-Exceed Agreement and Purchase Order with Altec Industries, Inc., for a Bucket Truck for Traffic Engineering.
RECOMMENDATION: That the City Council authorize the City Manager to approve a negotiated agreement and/or purchase order with Altec Industries, Inc. for a not-to-exceed value up to an amount of $375,000 for the purchase of a bucket truck for Traffic Engineering.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

8. Public Works Department
SUBJECT: Budget Appropriation for Fiscal Year 2024-25 Wagon Wheel Master Association, Community Facility District 7.
RECOMMENDATION: That the City Council approve and authorize the City Manager to approve a budget appropriation from the available fund balance in the amount of $15,467 within the Wagon Wheel Community Facility District 7 (Fund 120, Subfund 6070).

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

9. Community Development Department
SUBJECT: Submittal of Grant Application to the Clean Power Alliance (CPA), Energized Communities Innovation Grant Fund Project to be Used for the Lamppost EV Charging Pilot.
RECOMMENDATION: That the City Council:

1. Authorize the City Manager to apply for the CPA Innovation Grant in the amount of $250,000;
2. Authorize the City Manager or designee to execute grant agreements and

appropriate grant funds upon confirmation of the grant award;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorize the City Manager or designee to submit all program-related progress or status reports.

No public comments were received.

It was moved by Councilmember Basua, seconded by Councilmember Madrigal, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

J. REPORTS

1. Housing Department

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2024-25.

RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2024-25.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the November 12, 2024, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.)

Emilio Ramirez, Housing Director presented and answered questions. Public comments were received from Greg Runyon.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

2. Public Works Department

SUBJECT: Agreement 32500183 with GHD Engineering, Inc. for Owner's Engineer Professional Services for Advanced Water Purification Facility Improvements & Expansion and Aquifer Storage & Recovery / Injection Well Field Project, Specification No. PW 24-119.

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with GHD Engineering, Inc. in the amount of $5,000,000 from December 1, 2024, to November 31, 2029, for owner's engineer professional services for Advanced Water Purification Facility (AWPF) Improvements & Expansion Project and the Aquifer Storage & Recovery (ASR) / Injection Well Field Project, Specification No. PW 24-119;
2. Project budget appropriations of $3,500,000 in the AWPF Improvements & Expansion Project (C2023) and $1,500,000 in the Aquifer Storage & Recovery (ASR) / Injection

Well Field Project (C2551) for a total of $5,000,000 from the Water Development Impact Fee Fund (603) available fund balance, as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts; and
3. Project budget unappropriations of $750,000 from the Water WIFIA Fund (607) and $478,977 from the Water Resource Fee Fund (606) in the AWPF Improvements and Expansion Project (C2023) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director and Timothy Beaman, Assistant Public Works Director presented and answered questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

3. Public Works Department
SUBJECT: Public Project Agreement 32500227 with KYA Services, LLC. for Design Build of the Oxnard Tennis Center Specification No. PW 23-70.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $1,453,263.30 in Project funds for the Design Build of the Oxnard Tennis Center Specification No. PW 23-70;
2. The Mayor to Execute an Agreement with KYA Services, LLC. in the amount of $1,397,367.30 and a Project contingency amount of $27,948 (2%) with KYA Services, LLC. for a total not to exceed value of $1,425,315.30 for the Project; and
3. A Project allocation amount of $27,948 (2%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director and Jessy Tapia, Community Services Manager were available to answer questions. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

4. Public Works Department
SUBJECT: Third Amendment to Agreement A-8248 with Moore, Lacofano, Goltsman,

Inc. for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95.
RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of $180,325.77 for a new not-to-exceed amount of $1,280,264.52 to perform landscape architecture and design services for the Campus Park Activation Project PW 20-95; and
2. Authorize a $65,000 budget appropriation, and corresponding transfer in revenue in the same amount, in the Capital Outlay Fund (301) of the Campus Park Activation Project (C2104), funded from a transfer of existing FY2024-25 General Fund (101) appropriation.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director and Evan Mather, MIG Project Manager presented and answered questions. No public comments were received.

It was moved by Councilmember Teran, seconded by Councilmember Basua, to approve the recommended action. VOTE: Basua, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0-1. Mayor Pro Tem MacDonald recused due to owning property near the project location.

5. Public Works Department
SUBJECT: Annual Purchase Orders with SWARCO McCain, Inc., for Traffic Signal Equipment for the Traffic Signal Modernization Project.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with SWARCO McCain, Inc. for a not-to-exceed amount of $3,120,000 for a term of three years for specialized traffic signal equipment for Citywide signalized intersections.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Michael Wolfe, Public Works Director was available to answer questions. Public comments were received from Ray Blattel.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:26 p.m.

ROSE CHAPARRO	JOHN C. ZARAGOZA
City Clerk	Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2

DATE: December 17, 2024

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Authorization to Submit FEMA and Homeland Security Grant Applications.

RECOMMENDATION

That the City Council adopt a resolution that:

1. Ratifies the submission of six (6) grant applications to the FEMA Assistance to Firefighters Grant (AFG) for $1,474,000, including a $134,000 local match for the purpose of procuring four (4) paramedic monitors, a paramedic squad, EMS training equipment, radio reprogramming training, eight (8) tethered drones, and HazMat training;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 26, 2024).

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit grant applications to FEMA for consideration of federal funds totaling $1,474,000. Fire departments are eligible to apply for the FEMA Fiscal Year 2024 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2024 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category, there are sub-categories of training and equipment. Successful AFG submissions are awarded on an annual basis. The grant funds, if awarded, will fund four (4) paramedic monitors, eight (8) tethered drones, a paramedic squad, radio programming training, EMS training equipment, and HazMat training.

DISCUSSION

Council recently passed a resolution on council actions regarding grant applications. The Oxnard Fire Department believes it was important to bring this agenda item before council as the local match for the grants listed in this agenda item does not have a budgeted local match. The local match will be included in the FY 2025-2026 budget proposal or requested through the FY2025-2026 mid-year budget process.

This agenda item is being published in anticipation of six (6) grant applications to be submitted to FEMA in December 2024. Due to Measure E, this item is being presented prior to confirmation of the funding required by the regional partners; Ventura County Fire Protection District, Ventura City Fire and Fillmore Fire Department, on the Oxnard regional application for HazMat training. This will impact the total request, but not the amount required for the City of

Oxnard or the local match identified in this report.

The City of Oxnard will submit three (3) applications specifically for the Oxnard Fire Department. These are to purchase a paramedic squad in the amount of $300,000, EMS training equipment in the amount of $250,000, and radio technician training in the amount of $41,000. The paramedic squad would be purchased to replace the squad that is currently in use at Fire Station 6. The current squad was purchased from the Ventura County Fire Department. It is a 2007 Ford F450 cab and chassis that is due to be replaced. The EMS training equipment will ensure that our personnel get advanced training to ensure the continued high-quality care our residents expect. The Fire Department was recently able to purchase a manikin that simulates real-life training for treating trauma victims, including high-fidelity injury patterns and positive training feedback on interventions to improve firefighter trauma assessment and treatment capabilities. This grant request would add significant capability to our training that would expand the department training aids to include high fidelity for adult patients with complex medical (non-trauma) complaints while also advancing the department's efforts on children and infants. The addition of high-fidelity pediatric mankins adds a new enhanced training capability for low-frequency, high-risk assessment, and intervention that is currently unavailable. The third application will be radio technician training for five (5) personnel. This training is forty (40) hours and will allow our personnel to re-program our critical communications radios in-house whenever there is an update to the countywide communications plan.

Ventura County Fire Protection District will submit a regional application for four (4) paramedic monitors at $60,000 per monitor for a total cost of $240,000. These paramedic monitors would be used for our paramedic squads and a planned community paramedicine program.

A regional application for tethered drones will be submitted on behalf of the region by the Ventura Fire Department. Oxnard Fire Department is requesting eight (8) tethered drones at a cost of $45,000 per drone for a total cost of $360,000. The drones will be installed on the Battalion Chief command vehicles. The drones will increase safety and situational awareness for firefighting personnel. The drones are tethered to the vehicle, removing the need for a pilot and observer.

A regional application for Hazardous Materials Technician level class and Specialist HazMat monitor training will be submitted on behalf of the region by Oxnard Fire Department. If funded, $283,000 will pay for the tuition, travel, overtime, and backfill for twenty (20) Oxnard Firefighters to attend the 160-hour course training and nine (9) firefighters to attend a specialist training course for the Rae System monitors employed by the Oxnard Fire Department Hazardous Materials team. The nine (9) personnel assigned to Fire Station 7 would receive the Rae System monitors training.

The solicitation period for AFG Grants opened November 12, 2024 and closes December 20, 2024.

Historically, the vast majority of grants are awarded between July and September.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is a matching funds requirement of $134,000 (10% of the federal share) for these AFG Grants, if awarded. Expenditures are anticipated to begin in FY 2025-2026. The grant funding and local match will be requested in the Fiscal Year 2025-2026 proposed budget or through the 2025-2026 mid-year budget process, with the source for the local match from the General Fund.

If awarded, the cost of maintaining and repairing the paramedic vehicle and training equipment would be an ongoing cost obligation to the general fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on November 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Rose Rodarte, Administrative Services Manager

ATTACHMENTS

1. Resolution (3)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATIONS

WHEREAS, City Council Resolution No.15,748 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of six applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $1,474,000, including a $134,000 local match (10% of the federal share), for the purpose of procuring four (4) paramedic monitors, a paramedic squad vehicle, eight (8) tethered drones, EMS training equipment, and provide radio programming and Hazmat Training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of grant applications by the City Manager for Fire Department program enhancements. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2025-2026 for the use of the grant funds and local match and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 17th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3

DATE: December 17, 2024

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Authorization to Submit FEMA Assistance to Firefighters Grant Application.

RECOMMENDATION

That the City Council adopt a resolution that:

1. Ratifies the submission of one (1) grant application to the FEMA Assistance to Firefighters Grant (AFG) for $506,673 including a $46,061.18 local match for the purpose of fire prevention training for the Oxnard Fire Department Prevention Bureau.
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

(This item did not originate in committee due to impending grant deadline.)

BACKGROUND

The City of Oxnard and surrounding agencies are eligible to submit a grant application to FEMA for consideration of federal funds totaling $506,673 for the Oxnard Fire Department. Fire departments are eligible to apply for the FEMA Fiscal Year 2024 Assistance to Firefighters Grant (AFG) to obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The FY2024 AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category, there are sub-categories of training and equipment. Successful AFG submissions are awarded on an annual basis. The grant funds, if awarded, will fund prevention training to staff to meet state standards for Fire Inspector, Plans Examiner, Fire Marshal and Fire Investigations, depending on the position in fire prevention.

DISCUSSION

Council recently passed a resolution on council actions regarding grant applications. The Oxnard Fire Department believes it was important to bring this agenda item before council as the local match for the grants listed in this agenda item does not have a budgeted local match. The local match will be included in the FY 2025-2026 budget proposal or requested through the FY2025-2026 mid-year budget process.

This agenda item is being published in anticipation of one (1) grant application to be submitted to FEMA in December 2024. Due to Measure E, this item is being presented prior to confirmation of the funding required by the regional partners; Ventura County Fire Protection District, Ventura City Fire and Fillmore Fire Department, on the Oxnard regional applications. This will impact the total request, but not the amount required for the City of Oxnard or the local match identified in this report.

The Fillmore Fire Department will be the regional lead on a fire prevention training grant. The Oxnard Fire Department will be requesting $506,673 to provide training to the Prevention and CUPA Divisions to ensure all staff meet the appropriate state standards for prevention, inspection, plans examiner and fire marshal certifications. Due to delays in the Fillmore Fire Department agreeing to be the lead agency, this regional grant was not included in the Committee Report but the Committee was given a verbal update at the Committee meeting.

The solicitation period for AFG Grants opened November 12, 2024 and closes December 20, 2024.

Historically, the vast majority of grants are awarded between July and September.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is a matching funds requirement of $46,061.18 (10% of the federal share) for these AFG Grants, if awarded. Expenditures are anticipated to begin in FY 2025-2026. The grant funding and local match will be requested in the Fiscal Year 2025-2026 proposed budget or through the 2025-2026 mid-year budget process, with the source for the local match from the General Fund.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee was briefed regarding this application on November 26, 2024 to approve the staff recommendation and to forward the item for Council approval. Due to delays in the Fillmore Fire Department agreeing to be the lead agency on the Fire Prevention Training Grant, this regional grant was not included in the committee report for other AFG applications, but the committee was given a verbal update at the committee meeting. Therefore, this agenda item did not originate in committee.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. Resolution (4)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT APPLICATIONS

WHEREAS, City Council Resolution No.15,748 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the approval for submission of seven applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of $506,673, including a $46,061.18 local match (10% of the federal share), for fire prevention training.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of grant applications by the City Manager for Fire Department program enhancements. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2025-2026 for the use of the grant funds and local match and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 17th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4

DATE: December 17, 2024

TO: Housing Authority

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) Application.

RECOMMENDATION

That the Board of Commissioners adopt a resolution authorizing the Executive Director to submit a HUD Rental Assistance Demonstration (RAD) Program Application to convert public housing subsidies to project-based Section 8 assistance under the RAD program and any companion HUD disposition programs, including executing all required application documents and supporting documents for the submission of the RAD application.

(This item did not originate in Committee.)

BACKGROUND

The Rental Assistance Demonstration (RAD) is a program that was created in 2011 by the Department of Housing and Urban Development (HUD). The program combines public housing operating and capital subsidy into payments under a RAD Section 8 Project-Based Housing Assistance Payment (HAP) contract. RAD was created to give public housing authorities (PHAs) a powerful tool to preserve and improve public housing properties and address the nationwide backlog of deferred maintenance. RAD allows PHAs to leverage public and private debt and equity in order to reinvest in the public housing stock. The RAD process includes planning, identifying financing sources, and carrying out repairs and renovations to ensure each building is in good physical condition. The total length of the RAD conversion process varies between properties. Generally, properties that need less renovations and that do not require resident relocation will go through the process faster.

Under the program, units are converted to a Section 8 platform with a long-term contract that must be renewed in perpetuity. A "Use Agreement" is recorded further enforcing HUD's long-term interest and ensuring that units remain affordable to low-income households. Ongoing public stewardship is maintained through regulations that require ongoing ownership or control by a public or non-profit entity. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Post conversion, residents continue to pay thirty-percent of their adjusted income towards the rent and maintain the same basic rights as they did under the public housing program. This strategy does not reduce the number of units in the inventory but rather ensures its long-term preservation by changing the funding source.

DISCUSSION

In June 2020, the Oxnard Housing Authority (OHA) launched a multiyear effort "Rethink and Renew" to identify opportunities to streamline operations, improve customer service, modernize public housing units, expand programs, and close budget deficits. As part of the effort, the Department of Housing and Urban Development (HUD) provided technical assistance and assigned CVR Associates to conduct a thorough assessment and develop a repositioning plan to transition the OHA's public housing portfolio to a Section 8 project-based subsidy under the Rental Assistance Demonstration (RAD) program. In response to the recommendations received, the OHA began undertaking activities related to the

conversion of its 523 public housing units under the RAD program. The planned activities were outlined in the OHA's Annual Agency Plan which was approved by Council on March 21, 2023 and again in March of 2024.

In July 2023, the OHA procured a consultant, Low Income Housing Tax Credit Development Group LLC, to provide technical assistance with the RAD process. A thorough analysis of the financials for each property, annual operating budgets, deferred repairs, OHA's priorities and possible future rents was completed. The initial evaluation identified the Palm Vista, Plaza Vista, and Althea Court public housing sites as strong candidates for conversion. This will allow for substantial deferred repairs to be completed, including rebuilding the units that were lost due to a fire at the Althea Court project. The OHA proposes to communicate to HUD its intention to convert all of its projects as a form of a placeholder with its initial applications, however; each project will follow the same major RAD steps.

In order to submit a RAD application, the OHA is required to engage the residents of the project to discuss the proposed conversion plans and ask for feedback. Two resident meetings were held on November 18, 2024 and November 20, 2024 to discuss the goals for RAD conversion with the Palm Vista, Plaza Vista, and Althea residents. There were no objections. The next step is an application submission to HUD, which is due by December 31, 2024.

HUD may provide initial approval known as a "Commitment to enter into a Housing Assistance Payment" contract. OHA will then begin to focus on the details of its conversion plans and develop strategies to obtain funding for the necessary repairs, identify affordable housing partners, and develop a relocation plan, if needed. In addition, at least two more meetings with residents will be held to provide an update on conversion plans and solicit feedback on proposed improvements, management, and services. This step will be followed by a concept call with HUD as well as submission of a Financial Plan for HUD approval and issuance of a RAD Conversion Commitment to the OHA. A RAD conversion ("closing") will usually happen thirty to ninety days thereafter. At closing, the properties convert from public housing to a Project Based Voucher Section 8 affordable housing property.

The OHA seeks approval to submit applications to HUD for all of its public housing properties to be considered for conversion to HUD's RAD program. RAD conversion offers the OHA needed flexibility to protect its affordable housing stock and financially stabilize OHA's properties in the face of substantial and continued cuts to HUD's Federal Public Housing Programs.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is not a financial impact to the City of Oxnard or the Housing Authority of the City of Oxnard as a result of the proposed application to HUD. However, the future conversion process will have an unknown financial impact on the Housing Authority of the City of Oxnard. Staff will return to the Board of Commissioners for approval prior to incurring such a financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. RAD Resolution

Resolution No.

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD AUTHORIZING SUBMISSION OF HUD RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM APPLICATION

WHEREAS, the Housing Authority of the City of Oxnard ("OHA") was organized for the purpose, among others, of developing and operating low-income housing; and

WHEREAS, the OHA is authorized to prepare, carry out, and operate projects, and provide for the acquisition, construction, reconstruction, rehabilitation, improvement, extension, alteration or repair of any project within its area of operation; and

WHEREAS, the OHA wishes to reposition the Low-Income Public Housing properties, consisting of five hundred and twenty-three (523) units located in Oxnard, California, which it operates as housing for low-income seniors, families, and individuals; and

WHEREAS, the OHA seeks to secure funding for the rehabilitation of its public housing program properties; and

WHEREAS, The US Department of Housing & Urban Development (HUD) has established and made available for application the Rental Assistance Demonstration (RAD) program, a voluntary program that allows public housing program properties to convert to a different funding platform with project-based Section 8 rental assistance contracts; and

WHEREAS, the RAD conversion process also allows for the use of Low-Income Housing Tax Credits (LIHTC), public or private debt, and grant funds for financing rehabilitation of the properties; and

WHEREAS, the OHA intends to submit applications to participate in this program in order to both preserve its existing housing stock, and to seize opportunities to better serve its residents; and

WHEREAS, the Board of Commissioners of the OHA deems it to be in the best interest of the Commission to take all actions to facilitate the application to HUD under the RAD program related to the project;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Oxnard, the governing body of OHA that:

The Board authorizes the Executive Director to take all necessary action to submit to HUD an application to convert public housing subsidies to project-based Section 8 assistance under the RAD program and any companion HUD disposition programs, including executing all required application documents and supporting documents for the submission of the RAD application.

PASSED AND ADOPTED on this 17th day of December, 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Luis Mc Arthur, Chairperson

ATTEST:

APPROVED AS TO FORM:

_____

Lourdes A. Lopez, Secretary-Designate

_____

Stephen Fischer, General Counsel

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500303 with Jaynes Brothers Construction, Inc. for Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $239,993.90 in Project funds for the Citywide Playground Replacement Project - College Estates Park, Specification No. PW 24-126;
2. The Mayor to Execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $199,993.90 and a Project contingency amount of $20,000 (~10%) for a total not to exceed value of $219,993.90 for the Project; and
4. A Project allocation amount of $20,000 (~10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at College Estates Park has reached the end of its useful life and is in need of replacement. The new playground equipment and engineered wood fiber surface will help enhance the amenities at the park and enhance the safety of children using the playground equipment.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to remove and dispose of existing playground equipment and replace it with a new playground system and engineered wood fiber safety surfacing.

Capital Improvement Program (CIP) Reference:

Project No. **C2239** – Playground Replacements Citywide - CIP 2025-2029 - Adopted June 4, 2024 – Page 81.

DISCUSSION

The work is tentatively scheduled to begin in early 2025 and be completed within 90 Working Days absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the neighborhoods and residents impacted to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on October 31, 2024, and all bids were due on November 15, 2024. The City received the following bids:

Jaynes Brothers Construction Inc.: $199,993.90
R.E. Schultz Construction, Inc.: $246,000.00
Pacific Tide Construction: $298,773.81

The lowest bidder is Jaynes Brothers Construction, Inc. (Jaynes) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Jaynes and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Jaynes.

In addition to the project award amount of $199,993.90, Staff recommends authorizing $40,000 for the project, which includes $20,000 for project contingency (~10% of the contract costs) and $20,000 for the cost for engineering services and City staff (~10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $239,993.90.

Jaynes has an existing Agreement with the City that exceeds the aggregate spending limit of $200,000 identified in the City's Procurement Policy and therefore, City Council approval is required to award this new Agreement.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project shall not exceed $239,993.90 which includes the construction agreement, contingency and project allocation. The Citywide Playground Replacements Project (C2239), which includes College Estates Park, is funded by the American Rescue Plan Act (ARPA) Fund (204) and the General Fund (101) and with a project budget allocation of approximately $3.99M in FY 2024-25 of which $240,000 was estimated for this project utilizing ARPA funds.

Citywide Playground Replacements Project (C2239)	**FY 2024-25 Project Budget**
ARPA Fund (204)	$2.85M
General Fund (101)	$1.14M
TOTAL	**$3.99M**

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500303 Jaynes Brothers PW 24-126

CONSTRUCTION CONTRACT FOR CITYWIDE PLAYGROUND REPLACEMENT PROJECT - COLLEGE ESTATES PARK SPECIFICATION NO. PW 24-126

BY AND BETWEEN THE CITY OF OXNARD

AND JAYNES BROTHERS CONSTRUCTION, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and JAYNES BROTHERS CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 896407. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the CITYWIDE PLAYGROUND REPLACEMENT PROJECT - COLLEGE ESTATES PARK as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-126(the "Project"); and

WHEREAS, on October 31, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, the Public Works Department accepted the Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are

complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Special Provisions
6. General Provisions
7. Appendices
8. Bid Forms and attachment thereto;
9. Performance Bond;
10. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an

Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor one hundred ninety nine thousand nine hundred ninety three dollars and ninety cents, ($199,993.90) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control

of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct; and

b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime.

In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars ($500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-D attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E**" and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

A. **ACCESS TO RECORDS**. (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

B. **SEAL, LOGO AND FLAGS**. The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.

C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and ARPA policies, procedures, and directives.

D. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged

to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit “B”, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor’s compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor’s compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Jaynes Brothers Construction, Inc.
996 Lawrence Drive, Suite# 201
Newbury Park, CA 91320

Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

B. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract

Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake

or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____, _____
☐ _____, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer Date
City Attorney

JAYNES BROTHERS CONSTRUCTION, INC.

_____ _____
Chase Jaynes, President & CFO [2] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-D: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions.

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

Exhibit A
Contractors Bid Proposal

BID SCHEDULE

CITYWIDE PLAYGROUND REPLACEMENT PROJECT –
BREKKE PARK (REBID)
SPECIFICATION NO. PW 24-115R

Bidder's Name: Jaynes Brothers Construction

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	$ 5,000.00
2.	Temporary Fencing and Protection	1003-4	LS	$ 2,945.25
3.	Play Area Equipment & Adult Fitness Equipment Removals	1004-4	LS	$ 13,417.30
4.	Concrete Work	1005-4	LS	$ 5,300.00
5.	Supply and Installation of Play Area Equipment and Fitness Equipment	1006-5	LS	$ 83,465.10
6.	Play Area Surface	1007-5	LS	$ 26,000.00
			TOTAL BID PRICE:	$ 136,127.65

TOTAL BID PRICE IN DIGITS: $ 136,127.65

TOTAL BID PRICE IN WORDS: One hundred and thirty six thousand one hundred and twenty seven dollars and sixity five cents

Bidder's Company Name: Jaynes Brothers Construction

Signature: Chase Jaynes
Print: Chase Jaynes

Title: President
Date: 11/6/24

EXHIBIT B

FORM INS-D : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

7. ***Certificates of Insurance***

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

8. ***Endorsement Forms***

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

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

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:

Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

□ Deductible □ Self-Insured Retention (check which) of $ _____

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY
□ BUSINESS AUTO POLICY
□ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT C

[RESERVED]

EXHIBIT D

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 24-115R

Contractor: Jaynes Brothers Construction

Submittal #: N/A

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
N/A				

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WBE and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:
N/A

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.
N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.
N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard – US Department of Treasury under the American Rescue Plan Act ("ARPA") Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 113R75, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. **(applies to projects over $2000)**

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland "Anti-Kickback" Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jaynes Brothers Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Chase Jaynes

Signature of Contractor's Authorized Official

Chase Jaynes, President

Name and Title of Contractor's Authorized Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Chase Jaynes
Name

President, Jaynes Brothers Construction
Title and Organization Name

Chase Jaynes
Signature

11/6/24
Date

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 24-115R

Contractor: Jaynes Brothers Construction

Submittal #: N/A

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
N/A				

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WBE and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:
N/A

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.
N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.
N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT F

GRANT DOCUMENTS MASTER AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen

Authorized Representative Title: City Manager

Date Signed:

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Alexander Nguyen
50594C854EE444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard	5/11/2021
Recipient	Date

DocuSigned by:
Alexander Nguyen
505940C554EF444A
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

3

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE PLAYGROUND REPLACEMENT PROJECT - COLLEGE ESTATES PARK SPECIFICATION NO. PW 24-126.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation

shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its_____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE PLAYGROUND REPLACEMENT PROJECT - COLLEGE ESTATES PARK SPECIFICATION NO. PW 24-126.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

_____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500304 with R.E. Schultz Construction, Inc. for Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $386,220 in Project funds for the Citywide Playground Replacement Project - Fremont Tot Park, Specification No. 25-48;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of $321,850 for and a Project contingency amount of $32,185 (10%) for a total not to exceed value of $354,035 for the Project; and
3. A Project allocation amount of $32,185 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at Fremont Tot Park has reached the end of its useful life and is in need of replacement. The new playground equipment and engineered wood fiber surface will help enhance the amenities at the park and enhance the safety of children using the playground equipment.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to remove and dispose of existing playground equipment and replace it with a new playground system and engineered wood fiber safety surfacing.

Capital Improvement Program (CIP) Reference:

Project No. **C2239** –Playground Replacements Citywide - CIP 2025-2029 - Adopted June 4, 2024 – Page 81.

DISCUSSION

The work is tentatively scheduled to begin in early 2025 and be completed within 90 Working Days absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Fremont Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on October 31, 2024, and all bids were due on November 18, 2024. The City received the following bids:

R.E. Schultz Construction, Inc.: $321,850.00
Pacific Tide Construction: $321,977.08

The lowest bidder is R.E. Schultz Construction, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from R.E. Schultz Construction, Inc. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this project to R.E. Schultz Construction, Inc.

In addition to the project award amount of $321,850, Staff recommends authorizing $64,370 for the project, which includes $32,185 for project contingency (10% of the contract costs) and $32,185 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $386,220.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project shall not exceed $386,220 which includes the construction agreement, contingency and project allocation. The Citywide Playground Replacements Project (C2239), which includes Fremont Tot Park, is funded by the American Rescue Plan Act (ARPA) Fund and the General Fund and with a project budget allocation of approximately $3.99M in FY 2024-25 of which $387,000 was estimated for this project utilizing ARPA funds.

Citywide Playground Replacements Project (C2339)	**FY 2024-25 Project Budget**
ARPA Fund (204)	$2.85M
General Fund (101)	$1.14M
TOTAL	**$3.99M**

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500304 RE Schultz PW 25-48

CONSTRUCTION CONTRACT FOR CITYWIDE PLAYGROUND REPLACEMENT PROJECT - FREMONT TOT PARK SPECIFICATION NO. PW 25-48

BY AND BETWEEN THE CITY OF OXNARD AND R.E. SCHULTZ CONSTRUCTION, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024, ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and R.E. SCHULTZ CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 1007195. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the CITYWIDE PLAYGROUND REPLACEMENT PROJECT - FREMONT TOT PARK as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 25-48 (the "Project"); and

WHEREAS, on October 31, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, the Public Works Department accepted the Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are

complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Special Provisions
6. General Provisions
7. Appendices
8. Bid Forms and attachment thereto;
9. Performance Bond;
10. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an

Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor three hundred twenty one thousand eight hundred fifty dollars, ($321,850.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or

when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or

6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection.

In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of five hundred dollars ($500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-D attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as

Exhibit "E" and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

A. **ACCESS TO RECORDS**. (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

B. **SEAL, LOGO AND FLAGS**. The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.

C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and ARPA policies, procedures, and directives.

D. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "B", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: R.E. Schultz Construction, Inc.
1767 North Batavia Street
Orange, CA 92865

Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

B. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this

Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____, _____
☐ _____, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer Date
City Attorney

R.E. SCHULTZ CONSTRUCTION, INC.

_____ _____
Richard Schultz, President and [2] Date
Secretary

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-D: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions.

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

CITYWIDE PLAYGROUND REPLACEMENT PROJECT - FREMONT TOT PARK
SPECIFICATION NO. PW 25-48

Bidder's Name: R.E. Schultz Construction, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	$ 15,000
2.	Temporary Fencing and Protection	1003-4	LS	$ 3,000
3.	Play Area Materials Removals	1004-4	LS	$ 35,000
4.	Supply and Installation of Play Area Equipment	1006-5	LS	$ 235,350
5.	Play Area Surface	1007-4	LS	$ 33,500
			TOTAL BID PRICE: $	321,850

TOTAL BID PRICE IN DIGITS: $ 321,850

TOTAL BID PRICE IN WORDS: Three Hundred Twenty one Thousand, Eight Hundred Fifty Dollars

Bidder's Company Name: R.E. Schultz Construction, Inc.

Signature: RESchultz Title: President, Sole Officer

Print: Richard Schultz Date: 11/15/24

EXHIBIT B

FORM INS-D : INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

7. ***Certificates of Insurance***

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

8. ***Endorsement Forms***

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

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

TYPE OF INSURANCE

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

COVERAGES

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:

Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

□ Deductible □ Self-Insured Retention (check which) of $ _____

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY
□ BUSINESS AUTO POLICY
□ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ()_____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT C

[RESERVED]

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 25-48

Contractor: R.E. Schultz Construction, Inc.

Submittal #: 1

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
N/A	N/A	N/A	N/A	N/A

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
Challenge News	Pam Aberg	Publication Advertisements	11/12/24 11/18/24	No Response
California Daily Bid Advisor	Pam Aberg	Publication Advertisements	11/12/24 11/18/24	No Response

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
See attached list		DVBE, DBE, EBE, ELBE, WBE, OBE, SBE	Email	11/12/24	11/13/24	N

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

Obtained list from Cal eProcure - The State of California Certification

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard – US Department of Treasury under the American Rescue Plan Act ("ARPA") Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 113R75, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. **(applies to projects over $2000)**

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland "Anti-Kickback" Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, R.E. Schultz Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

Richard Schultz, President (Sole Officer)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Richard Schultz
Name

President, Sole Officer / R.E. Schultz Construction, Inc.
Title and Organization Name

Signature

11/15/24
Date

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 25-48

Contractor: R.E. Schultz Construction, Inc.

Submittal #: 1

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
N/A	N/A	N/A	N/A	N/A

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
Challenge News	Pam Aberg	Publication Advertisements	11/12/24 11/18/24	No Response
California Daily Bid Advisor	Pam Aberg	Publication Advertisements	11/12/24 11/18/24	No Response

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
See attached list		DVBE, DBE, EBE, ELBE, WBE, OBE, SBE	Email	11/12/24	11/13/24	N

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

Obtained list from Cal eProcure - The State of California Certification

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT F

GRANT DOCUMENTS MASTER AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen

Authorized Representative Title: City Manager

Date Signed:

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE
~~The information collected will be used for the~~ U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed ~~to the Office~~ of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Alexander Nguyen
50594C854EE444A...

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard	5/11/2021
Recipient	Date

DocuSigned by:
Alexander Nguyen
505981C354EF444A...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE PLAYGROUND REPLACEMENT PROJECT - FREMONT TOT PARK SPECIFICATION NO. PW 25-48.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation

shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE PLAYGROUND REPLACEMENT PROJECT - FREMONT TOT PARK SPECIFICATION NO. PW 25-48.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

_____Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with SiteOne Landscape for Landscape Supplies, Specification No. 25-11.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with SiteOne Landscape from December 18, 2024, through December 17, 2029, for a total not to exceed amount of $1,000,000 for landscape supplies.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

BACKGROUND

The Public Works Department oversees and manages parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of the areas mentioned above, there are designated services that are covered by the general fund, utilities, and special assessments where maintenance of various types of landscaping is required for both safety and aesthetic purposes.

To ensure timely repairs are performed, staff need to utilize vendors for various landscape supplies in order to complete necessary repairs. Public Works staff performs many of these landscape repairs in-house to mitigate the costs and to provide the repairs in a timely manner. This currently requires a variety of vendors to supply common parts and materials that City staff regularly use. While the City does have existing purchase orders (POs) with multiple vendors that, when combined, may cover many of the items necessary for landscape maintenance supplies, there is currently not one vendor that is dedicated as a single source of providing a complete variety of supplies in one location. Therefore, instead of relying on numerous suppliers, which increases the number of purchases necessary, the administrative time spent for invoicing and ordering, and the administrative time required to fully analyze total equipment used on landscape-related projects, staff is requesting new purchase orders from a single source supplier.

DISCUSSION

The Request for Bid (RFB) for the purchase of as-needed landscape supplies was published on August 5, 2024, and closed on August 26, 2024. SiteOne Landscape Supply (SiteOne) was the only responsive bidder and therefore, is being recommended for the award of this Purchase Order.

Currently, the purchase of different landscape supplies requires staff to utilize multiple vendors for specific items such as irrigation, plants, non-organic landscape materials, and landscape tools and equipment. SiteOne has many locations in Oxnard and Ventura County that are easily accessible for these landscape supplies. Additionally, SiteOne offers in-store delivery for items that they do not have or keep in stock. This vendor is a “one-stop shop” providing a wide selection of irrigation, lighting, turf, landscape tools, and pest control supplies.

The approval of this Blanket Purchase Order (BPO) will allow staff to plan and budget for each project accordingly. It also reduces the amount of staff time required to research and procure material from different vendors. In the event that

Site-One does not carry an item or does not have stock available, staff will continue to have access to more generally oriented vendors such as Lowe's and Home Depot, which may carry similar items, but are not specifically dedicated to landscaping and irrigation supplies. This focus on trade-specific products ensures that they will be able to identify the exact materials and items required and will help staff complete their projects in a timely fashion with industry-standard products. Finally, the approval of this BPO will improve maintenance efficiency and will allow staff to take advantage of bulk order discounts that are not available through other vendors.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the aggregate Purchase Orders with SiteOne Landscape Supply shall not exceed $1,000,000 for a total term of five years for landscape supplies.
The costs for these purchases are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Divisions of the Public Works Department on a task order basis and available City Council-approved funding. There are no guaranteed spending amounts and each Division shall only pay for the supplies that they purchase. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS
1. Bid Tabulation 25-11 Landscape Supplies

VENDOR NAME: SiteOne Landscape Supply **DATE:** 8/23/2024

LANDSCAPE SUPPLIES

Bidders may propose like-items of a different supply if specific supplies are called by the City in the bid table below.
All items proposed by bidders shall be of approved equivalent, fit, form and function as items listed by the City in this bid table

ITEM	UNIT	Equivalent Item	PRICE	BULK DISCOUNT		FOR SAME	STOCK,	STOCK,
Decomposed Granite	/cu. yd.		$153.51	QTY	% OFF			
Landscape Fabric	/4' x 100' roll		$48.95	QTY	% OFF			
1" to 2" Flagstone	/stone		$520.10	QTY	% OFF			
Aggregate Base	/cu. yd.		$46.05	QTY	% OFF			
Root Barrier	/ft.		$71.28	QTY	% OFF			
Jute	/4' x 225' roll		$76.83	QTY	% OFF			
Straw Wattle Roll	/ft.		$17.44	QTY	% OFF			
ADS Triple Wall PERF Pipe	4 in. x 10 ft.		$15.70	QTY	% OFF			
Drain Grate - 4 in.	/Grate		$4.63	QTY	% OFF			
Low Voltage Wire	/100 ft. Roll		$45.30	QTY	% OFF			
Triple 15 Fertilizer	/50lb. Bag		$23.88	QTY	% OFF			
Glyphosate	/1.67 Gal. Container		$49.67	QTY	% OFF			
Common Paver 3-3/4" x 2-1/4"x 8	/Pallet		$470.05	QTY	% OFF			
Fill Sand	/cu. yd.		$42.77	QTY	% OFF			
		Delivery Charge	$0					
		Other Costs (Specify)	$0					
		Total Bid Amount	$1,072.05					

General Percentage Discount Price (off list price) for items not shown	General Discount %	Bulk Discount %
	0% OFF	5% OFF

Exact quantities may vary, and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.

NOTE: This is considered an all or none bid. Vendor must enter a unit price for all line items to be considered responsive

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.8

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500260 with Northhills Recycling for On-Call Engineered Fiber, Mulch and Bark Delivery and Services, Specification No. PW 24-133R.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Northhills Recycling for a term of one year from December 18, 2024, to December 17, 2025, for a total contract amount not to exceed $500,000 for on-call engineered fiber, mulch, and bark delivery and services.

(Public Works and Transportation Committee approved 3-0 on November 26, 2024.)

BACKGROUND

The Public Works Department is tasked with maintaining medians, parkways, planters, playgrounds and other areas in designated neighborhoods throughout the City with the goal of creating visually appealing landscaped grounds while conserving and extending available water, protecting soil from erosion, and suppressing weed growth.

The City has a current agreement with Turboscape Inc. effective February 28, 2022, for similar services and is set to expire on February 28, 2025. However, due to the significant amount of material required for the City's various playgrounds and unexpected needs from additional City divisions, the capacity in the contract has been met and therefore a new solicitation was issued. To expand the areas where staff can install mulch and promote sharing across multiple divisions, staff expanded the scope to include new materials and increased this proposed agreement's not-to-exceed amount to $500,000.

DISCUSSION

The installation of engineered fiber, mulch, and bark helps to reduce the frequency of watering by retaining soil moisture, suppressing weed growth, and maintaining the well-groomed appearance of landscaped areas. This work is accomplished either by hand installation or with the use of a truck-mounted blower, ensuring that the installed material is flush with adjacent surfaces to create a smooth transition between hardscape and landscaped areas.

The work under this contract will include furnishing all necessary labor, materials, equipment, traffic control, and other incidental and appurtenant work to deliver and install specified quantities of engineered wood playground fiber, mulch, and bark in designated locations as directed by the Project Manager on an on-call basis for a price per cubic yard depending on the type of material and the method of installation.

The Request for Bids (RFB) was published on September 11, 2024, and all bids were due and opened on October 14, 2024. The City received the following responsive bids:

Garcia's Landscaping Maintenance Inc.: $2,405.00
Northhills Recycling: $1,602.00

A bid was received from Agromin however, it was rejected as the bid was not properly submitted and did not include prices for all requested items on the bid sheet. Another bid was received from Turboscape, Inc. however, it was rejected for not fulfilling the requirement of the bid request for including a price per single cubic yard.

The lowest bidder is Northhills Recycling and its bid is responsive to the City's RFB. Based upon the available information and research performed to date, staff believes that Northhills Recycling is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Northhills Recycling.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement with Northhills Recycling shall not exceed $500,000 for a term of one year for on-call engineered fiber, mulch, and bark delivery and services.

Costs for these services anticipated and/or planned for this fiscal year are included in the Adopted Budget for FY 2024-25. Funding shall be provided by various Public Works Divisions based on a task order basis and available Council-approved funding. There are no guaranteed spending amounts and divisions shall only pay for the services that are approved and rendered. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 26, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Agreement 32500260
2. PW 24-133R Tabulation Sheet

TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND NORTHHILLS RECYCLING, INC.

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Northhills Recycling, Inc., ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. On-Call Engineered Fiber, Mulch and Bark Delivery and Services.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Northhills Recycling, Inc., ("SERVICE PROVIDER"), a corporation/LLC/LLP of the State of California, located at 11700 Blucher Ave., Granada Hills, CA 91344

3. TERM OF AGREEMENT: From: December 18, 2024 To: December 17, 2025

3.1 Time is of the essence in this Agreement.

3.2 This Agreement does not have any options to extend.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: $500,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:
Name: Anthony Miller
Title: Special Districts Manager
Phone: (805) 200-5334
Email: Anthony.miller@oxnard.org
Mailing Address: 1060 Pacific Ave, Bldg. #1
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Enrique Camacho
Title: Fleet Supervisor
Phone: (818) 430-5546
Email: enrique@nhrecyclinginc.com
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: SDinvoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the

notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save

CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

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

33. ADVERTISING AND PUBLICITY

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

34. NONDISCRIMINATORY EMPLOYMENT.

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

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or

implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐ Luis Mc Arthur, Mayor[1] Date
☐ Jennifer Yates, [2]
Purchasing Manager

NORTHHILLS RECYCLING, INC.

_____ _____
Cesar Medrano, Date
Chief Executive Officer

_____ _____
Ramiro Ornelas, Date
Secretary[3]

ATTEST:

_____ _____
Lourdes A. López, CITY Clerk Date
(Only if Mayor signs)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)
SCOPE OF SERVICES

PROJECT MANAGER: ANTHONY MILLER/ 805-200-5334/ ANTHONY.MILLER@OXNARD.ORG

Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification A, B, or C-27 Landscaping License throughout the duration of this contract.

LOCATION AND SCOPE OF WORK

On-Call Engineered Fiber, Mulch and Bark Delivery and Installation Services for the City of Oxnard shall include all labor, equipment and materials necessary to furnish, deliver and install specified quantities of engineered wood playground fiber, mulch and bark in designated areas throughout the City as directed by the Project Manager. Areas designated for Work may include medians, parkways, planters, playgrounds, and other areas as directed by the Project Manager.

The scope of Work shall include, but not be limited to:

1. Service Provider shall provide, deliver and install material as directed to locations specified by the Project Manager.
2. Delivering and installing material at Project Manager's direction via Hand Installation Method or via Blown-In Method, or by Delivery Only for installation by others.
3. Providing temporary safety barriers to the Work areas during installation. Cones, delineators, signage, and caution tape are generally acceptable.
4. Ensuring the Work area is left in clean condition after installation is complete.
5. Providing photo documentation of the site before and after installations or deliveries are completed.

Service Provider shall take all necessary precautions to protect the public and to keep the public away from material and Service Provider trucks and equipment, and provide all traffic control required to perform the Work.

SCHEDULING

Work schedules shall be coordinated with and approved in advance by the Project Manager. Service Provider must verbally respond within twenty (24) hours of telephone request by the

Project Manager. The scope of work and schedule shall be mutually agreed to between Project Manager and Service Provider before work begins. The Work shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm.

METHOD OF SERVICE

Service Provider shall provide the service as described below via Hand Installation Method or Blow-in Installation Method, or Delivery Only. Service Provider shall take special care to complete the Work without damaging the product being delivered or the existing landscaping and surrounding areas. Service Provider shall be responsible for the repair or replacement of landscaping and surrounding areas deemed by the Project Manager to be damaged due to Service Provider's delivery or installation activities. Installation methods to be used shall be limited to:

A. Blow-in Method – Service Provider shall install material with a blower or truck. At no time will it be appropriate for the Service Provider to drive the blower or truck over landscaped areas. Service Provider shall install the specified material over the surface in a smooth even layer throughout each area ensuring that the top of the material is flush with the adjacent surface to create a smooth and even transition between the hard surface and the installed material.

B. Hand Installation Method – Service Provider shall install material by hand through the use of hand tools or small power equipment. Service Provider shall install the specified material evenly over the surface in a smooth layer throughout each area ensuring that the top of the material is flush with the adjacent surface to create a smooth and even transition between the hard surface and the installed material.

C. Delivery Only – Service Provider shall drop material at a location specified by the City.

D. Clean-up: Service Provider shall clean up any material that spills onto turf, plantings, adjacent walkways, curbs, gutters, asphalt, and pavement outside of the specified installation or delivery areas. Work areas are to be kept clean including sweeping and washing pedestrian walkways and driveways.

MATERIALS

Materials installed by the Service Provider shall be in colors specified by the Project Manager, and shall meet the following standards:

A. Engineered Wood Playground Fiber - The material used shall be composed of engineered wood fiber designed for installation in playgrounds. It shall be clean virgin material meeting ASTM standards F1292 for impact absorption, F2075 material purity and F1951 for wheelchair access. Prior to start of Work, Service Provider shall provide documentation certifying the material meets the required ASTM standards and a material sample for the Project Manager's approval.

B. Fine Wood Mulch - The material used shall be no greater than 1" in size and made from 100% Recycled Wood in a color specified by the Project Manager. Recycled material

must be SB 1383 eligible mulch and capable of meeting quality standards and criteria specified in 14 CCR section 18993.1.

C. Medium Wood Mulch - The material used shall be no greater than 3" in size and made from 100% Recycled Wood. Recycled material must be SB 1383 eligible mulch and capable of meeting quality standards and criteria specified in 14 CCR section 18993.1.

D. Redwood Mulch - Commonly referred to as "Gorilla Hair," Redwood Mulch shall be finely shredded and shall not contain pieces greater than 3" in size.

E. Fine Bark - Commonly referred to as "Walk-On Bark," Fine Bark shall be shredded Douglas Fir bark and shall not contain pieces greater than 3" in size.

F. All material installed shall be free of trash and non-organic debris. Service Provider shall provide documentation verifying the type and quality of mulch.

MATERIAL COLOR

When any of the above materials are requested in a color other than their natural appearance, Service Provider shall provide documentation showing material has been dyed with a Category IV colorant.

SB1383 TRACKING AND CREDIT

Vendor purchasing any SB 1383 compliant material on behalf of the City must fill out Exhibit G crediting the City with the purchase of the material and shall track the amount purchased and installed under this agreement.

DOCUMENTATION AND REPORTING

Service Provider shall document the condition of the site prior to Work commencing and after installing engineered wood playground fiber and mulch. Documentation shall include photos identifying locations and a report of total cubic yards of materials used at each installation site.

TRAFFIC CONTROL

Traffic control for the Work included in the Contract Documents shall be performed in accordance with the traffic control requirements of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), MUTCD for Construction and Maintenance Work Zones, City of Oxnard, Caltrans (if applicable), and requirements of the General Provisions. When Work under a Task Order includes encroaching within the public right-of-way Service Provider shall be responsible for the preparation and submittal of traffic control plans, obtaining encroachment permits, and coordinating with the City and/or governing jurisdictions for the approval of such traffic control plans and encroachment permits. Traffic Control operations and equipment shall be considered a component of the unit price per item and no separate or additional compensation will be permitted.

PAYMENT

All Work shall be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order must include all materials, labor, and taxes; if it does not, the Service Provider shall clarify any missing information prior to commencing Work. Service Provider is required to itemize the number of hours, the quantity of materials, and Contract Unit Pricing necessary for completion of a Project. A separate invoice is required for each Task Order issued pursuant to the Contract.

The City shall not pay for time spent on route or traveling to acquire parts or supplies. Such costs are considered to be included in the Contract Unit Price per Cubic Yard stated in the Bid.

A. Engineered Wood Playground Fiber shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 1, 2 or 3 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

B. Fine Wood Mulch - shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 4, 5 or 6 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

C. Medium Wood Mulch shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 7, 8 or 9 depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

D. Redwood Mulch shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 10, 11 or 12, depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

E. Fine Bark shall be paid at the Contract Unit Price per Cubic Yard (CY) as stated in the Bid Sheets Bid Items 13, 14 or 15, depending on the installation method specified in the Task Order, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental Work required to complete the Task Order in accordance with the Contract Documents.

The City intends to contract with a single firm; however, the City reserves the right to award more than one contract for the services specified herein to ensure the continuing ability to obtain timely services.

EXHIBIT B

TRADE SERVICE AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

SCHEDULE OF COMPENSATION

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	QUANTITY	CONTRACT UNIT PRICE
ENGINEERED WOOD PLAYGROUND FIBER					
1.	Engineered Wood Playground Fiber- HAND INSTALLED	7000-IA	CY	I	$149
2.	Engineered Wood Playground Fiber- DELIVERY ONLY (NO INSTALLATION)	7000-IA	CY	I	$95
3.	Engineered Wood Playground Fiber - BLOWN IN	7000-IA	CY	I	$145

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT Of MEASURE	QUANTITY	CONTRACT UNIT PRICE
FINE WOOD MULCH					
4.	Fine Mulch - HAND INSTALLED	7000-18	CY	I	$110
5.	Fine Mulch-DELIVERY ONLY (NO INSTALLATION)	7000-IB	CY	I	$55
6.	Fine Mulch - BLOWN IN	7000-18	CY	I	$98
MEDIUM WOOD MULCH					
7.	Medium Wood Mulch - HAND INSTALLED	7000-IC	CY	I	$105
8.	Medium Wood Mulch - DELIVERY ONLY (NO INSTALLATION)	7000-IC	CY	I	$55
9.	Medium Wood Mulch - BLOWN IN	7000-IC	CY	I	$105

REDWOOD MULCH					
10.	Redwood Mulch- HAND INSTALLED	7000-10	CY	I	$145
11.	Redwood Mulch - DELIVERY ONLY (NO INSTALLATION)	7000-10	CY	I	$95
12.	Redwood Mulch - BLOWN IN	7000-1D	CY	1	$135
FINE BARK					
13.	Fine Bark-HAND INSTALLED	7000-1E	CY	I	$125
14.	Fine Bark - DELIVERY ONLY (NO INSTALLATION)	7000-IE	CY	I	$75
15.	Fine Bark -BLOWN IN	7000-IE	CY	I	$110
.					

ITEM NO.	Description	PAYMENT REFERENCE	UNIT OF MEASURE	QUANTITY	CONTRACT UNIT PRICE
	Bulk Orders % Discount (if any) Please list % and qualifying quantity (such as 50+ yds, etc.)	50+ yds= 10% Discount			
	TOTAL OF ALL ITEMS - BID PRICE:				$1,602

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

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

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

LIVING WAGE POLICY

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

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than $18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

EXHIBIT E

TRADE SERVICES AGREEMENT
(CITY of Oxnard and Northhills Recycling, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.

3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).

4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.

6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project,

SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit $25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

PW24-133R - On-Call Engineered Fiber, Mulch & Bark Delivery and Services Tabulation

Item No.	Description	Payment Reference	Unit of Measure	Quantity	Agromin	Garcia's Landscaping Maintenance Inc	Northhills Recycling	Turboscape, Inc
					Contract Unit Price	**Contract Unit Price**	**Contract Unit Price**	**Contract Unit Price**
1	ENGINEERED WOOD PLAYGROUND FIBER	Engineered Wood Playground Fiber – HAND INSTALLED	CY	1	No bid	$170.00	$149.00	$120.00
2		Engineered Wood Playground Fiber – DELIVERY ONLY (NO INSTALLATION)	CY	1	$65.45	$140.00	$95.00	$54.00
3		Engineered Wood Playground Fiber – BLOWN IN	CY	1	No bid	$270.00	$145.00	$64.00
4	FINE WOOD MULCH	Fine Mulch – HAND INSTALLED	CY	1	No bid	$115.00	$110.00	$120.00
5		Fine Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$43.45	$90.00	$55.00	$51.00
6		Fine Mulch – BLOWN IN	CY	1	No bid	$200.00	$98.00	$61.00
7	MEDIUM WOOD MULCH	Medium Wood Mulch – HAND INSTALLED	CY	1	No bid	$115.00	$105.00	$120.00
8		Medium Wood Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$43.45	$90.00	$55.00	$51.00
9		Medium Wood Mulch – BLOWN IN	CY	1	No bid	$160.00	$105.00	$61.00
10	REDWOOD MULCH	Redwood Mulch – HAND INSTALLED	CY	1	No bid	$190.00	$145.00	$140.00
11		Redwood Mulch – DELIVERY ONLY (NO INSTALLATION)	CY	1	$63.45	$160.00	$95.00	$71.00
12		Redwood Mulch – BLOWN IN	CY	1	No bid	$200.00	$135.00	$81.00
13	FINE BARK	Fine Bark – HAND INSTALLED	CY	1	No bid	$160.00	$125.00	$140.00
14		Fine Bark – DELIVERY ONLY (NO INSTALLATION)	CY	1	$73.45	$140.00	$75.00	$84.00
15		Fine Bark –BLOWN IN	CY	1	No bid	$250.00	$110.00	$94.00
16	Bulk Orders % Discount (if any) Please list % and qualifying quantity (such as 50+ yds, etc.)				10 % discount for full truckload orders greater than 50 cubic yards	None	10% discount on 50 plus CY	5% discount on 1,000 plus CY
		TOTAL OF ALL ITEMS (excluding 16) – BID PRICE:			**$289.25**	**$2,450.00**	**$1,602.00**	**$1,312.00**
					Incomplete Bid Sheet			Full truckloads of 50 CY minimum

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Multi-Agency Agreement 32500282 for Funding Santa Clara River Monitoring Program.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Memorandum of Agreement (MOA) among the County of Ventura, the Ventura County Watershed Protection District, City of Fillmore, City of Oxnard, City of Santa Paula, and City of San Buenaventura (Parties), for the sharing of costs to fund the Santa Clara River (SCR) Total Maximum Daily Load (TMDL) monitoring program.

(This item did not originate in Committee as this is a continuation of an item previously approved by Council at the October 4, 2016, City Council meeting, Agreement A-7917.)

BACKGROUND

On July 23, 2021, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Order No. R4-2021-0105 (Permit) to regulate municipal separate storm sewer system discharges within the coastal watersheds of Los Angeles and Ventura Counties. Among many requirements, the Permit established TMDLs for Bacteria, Nitrogen Compounds, and Chlorides for various parts and reaches of the SCR. The Permit made each agency individually responsible for complying with its overall requirements, however only certain agencies are responsible for complying with individual SCR TMDLs. The Parties specifically required to address the SCR TMDLs are the County of Ventura, Ventura County Watershed Protection District, City of Fillmore, City of Oxnard, City of Santa Paula, and City of San Buenaventura. The following table identifies responsible Parties for each of the three TMDL's:

Santa Clara River TMDLs	Responsible Parties
Bacteria	Fillmore, Oxnard, Santa Paula, Ventura, and the County of Ventura
Nitrogen Compounds	Fillmore, Santa Paula, County of Ventura, and the Watershed Protection District
Chloride	Fillmore, Santa Paula, County of Ventura, and the Watershed Protection District

The Parties have previously been part of a MOA (A-7917) since 2016 for the purpose of cost sharing for the SCR bacteria monitoring and reporting program. The agreement was approved by the City Council and is set to expire on March 21, 2025, and therefore needs to be reissued. The agencies have agreed that a new agreement is appropriate. Additionally, fast-tracking this agenda item is needed to ensure the timely approval and execution of the new MOA prior to the current expiration date. The City of Oxnard's approval signature is requested before the end of the current calendar year to align with the schedule set by the lead agency for finalizing the agreement.

DISCUSSION

The Permit outlines the responsibilities of the Parties related to monitoring and reporting water quality data required by the SCR TMDL. The Parties have developed a Coordinated Integrated Monitoring Plan (CIMP) under the Ventura Countywide Stormwater Quality Management Program to meet the monitoring and reporting requirements of the Permit. The CIMP is currently being reviewed by the Regional Board prior to approval. The CIMP defines the specific actions required to meet the monitoring and reporting requirements of the SCR TMDL. The Parties have agreed to share the costs for implementing and administering these requirements over the next three years.

The new MOA maintains the Parties' obligations identified in the previous MOA without changes. The term of the MOA runs from 2024 to 2027, in which the County of Ventura will serve as the program administrator, responsible for overseeing the TMDL monitoring and reporting. This includes hiring and managing consultants, if required, providing annual cost reports, and submitting monitoring reports to the Regional Board. The program costs will be shared equally among the Parties based on agency contributions for each of the three SCR TMDL's - Bacteria, Nitrogen Compounds, and Chlorides. Oxnard is only participating in the costs related to the Bacteria TMDL requirements.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost to the City for this cost-sharing Agreement with the Parties is $46,631.20 over the 3 year term. Funding for this Agreement has been programmed and is available in the Fiscal Year 2024-25 Adopted Budget from the Stormwater Fund 114. Funding for subsequent fiscal years will be requested through the annual budget process.

Santa Clara River Spending Plan* 1143501-53200			
FY 24-25	**FY 25-26**	**FY 26-27**	**TOTAL**
$15,009.23	$15,536.68	$16,085.30	$46,631.20

*Annual spending plan amounts result in a $0.01 rounding error due to the Party splits.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a continuation of an item previously approved by Council at the October 4, 2016, City Council meeting.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst

ATTACHMENTS

1. 2024 SCR TMDL MOA
2. Agreement A-7917 and Amendments 1-3

MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF VENTURA, VENTURA WATERSHED PROTECTION DISTRICT, THE CITIES OF FILLMORE, OXNARD, SANTA PAULA, SAN BUENAVENTURA TO SHARE THE COSTS OF FUNDING A SANTA CLARA RIVER TMDL MONITORING PROGRAM

This Memorandum of Agreement ("MOA") is entered into on _____, 2024, by and between the County of Ventura ("County"), Ventura County Watershed Protection District ("District"), City of Fillmore ("Fillmore"), City of Oxnard ("Oxnard"), City of Santa Paula ("Santa Paula"), and City of San Buenaventura ("Ventura"). Hereinafter, the parties to this MOA may be referred to individually as a "Party" and collectively as the "Parties.

WHEREAS, on July 23, 2021, the Los Angeles Regional Water Quality Control Board (RWQCB) adopted Order No. R4-2021-0105 to regulate municipal separate storm sewer system discharges within the coastal watersheds of Los Angeles and Ventura Counties (collectively, the 2021 Permit) and, among other things, established new or incorporate existing total maximum daily loads ("TMDLs") for Indicator Bacteria, Nitrogen Compounds, and Chloride for various parts and reaches of the Santa Clara River ("SCR"); and

WHEREAS, the 2021 Permit makes each Party individually responsible for complying with its requirements but only certain Parties are responsible for complying with individual SCR TMDLs; and

WHEREAS, the 2021 Permit identifies Fillmore, Oxnard, Santa Paula, Ventura, and the County as responsible parties for the Indicator Bacteria TMDL; and

WHEREAS, the 2021 Permit identifies Fillmore, Santa Paula, the County, and the District as responsible parties for the Nitrogen Compounds TMDL; and

WHEREAS, the 2021 Permit identifies Fillmore, Santa Paula, the County, and the District as responsible parties for the Chloride TMDL; and

WHEREAS, each SCR TMDL requires the relevant responsible parties to monitor and report to the RWQCB specified water quality data on the loading of certain constituents/pollutants to specified SCR parts and reaches; and

WHEREAS, the Parties have prepared the Ventura Countywide Stormwater Quality Management Program's Coordinated Integrated Monitoring Plan ("CIMP"), which includes a monitoring and reporting program component designed to comply with the 2021 Permit's monitoring and reporting requirements for each SCR TMDL; and

WHEREAS, the CIMP, dated June 2024, as may be amended by the Parties from time to time, is incorporated herein by this reference; and

WHEREAS, because the Parties are each responsible for complying with the 2021 Permit and responsible parties to the SCR TMDLs, the Parties desire to share the costs of funding the implementation and administration of the CIMP, including its monitoring and reporting provisions for the SCR TMDLs, as provided in this MOA.

NOW, THEREFORE, the Parties agree as follows:

1. No Change to 2021 Permit Obligations. Nothing in this MOA, nor any part or portion hereof, shall modify or be interpreted to modify any Party's obligation to comply with, or liability under, the 2021 Permit.

2. Term. The term of this MOA shall begin on _____, 2024 and end on _____, 2027.

3. Program Administration.

A. The County will be the program administrator responsible for implementing and administering the CIMP's SCR TMDL monitoring and reporting on behalf of the Parties.

B. As the program administrator, the County will be responsible for performing the following work and tasks on behalf of the Parties to implement and administer the CIMP's SCR TMDL monitoring and reporting:

1. Solicit, award, and administer a contract for consultant services to implement the CIMP's SCR TMDL monitoring and reporting and perform all work, and furnish all personnel and materials, so that the Parties comply with their respective 2021 Permit's SCR TMDL monitoring and reporting requirements. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least the following insurance policies and amounts: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Prepare and provide the Parties an annual accounting of CIMP SCR TMDL costs within 120 calendar days after the completion of the activities for each calendar year. The County may request an extension of this time period, which shall not be unreasonably withheld, by submitting a written request to the Parties.

3. Prepare and provide to the RWQCB, and the Parties, the SCR TMDL monitoring reports prepared pursuant to the CIMP and required by the 2021 Permit and the SCR TMDLs.

4. To act as the point of contact for the consultant contracted to implement the CIMP SCR TMDL monitoring and reporting on behalf of the Parties; and for the Parties in connection with the 2021 Permit's SCR TMDL monitoring and reporting requirements and administrative and fiscal management of the CIMP's SCR TMDL program.

4. Program Funding. The Parties agree to share the costs to fund implementation and administration of the CIMP's SCR TMDL program, in accordance with this Section 4.

A. Budget. The budget to implement and administer the CIMP SCR TMDL program for the next three years is included in Exhibit A. The budget consists of estimated actual consultant fees to implement and administer the CIMP SCR TMDL program, a 10% contingency fee for unanticipated/unexpected consultant work and services, and a 5% administrative fee to cover the County's costs to perform the work and tasks described in Section 3(B).

B. Indicator Bacteria TMDL Cost Share. Fillmore, Oxnard, Santa Paula, Ventura, the District, and the County agree to share the CIMP SCR TMDL program costs of implementing and administering the Indicator Bacteria TMDL's monitoring and reporting requirements, as set forth in Exhibit A.

C. Nitrogen Compounds TMDL Cost Share. Fillmore, Santa Paula, the County, and the District agree to share the CIMP SCR TMDL program costs of implementing and administering the Nitrogen Compounds TMDL's monitoring and reporting requirements, as set forth in Exhibit A.

D. Chloride TMDL Cost Share. Fillmore, Santa Paula, the County, and the District agree to share the CIMP SCR TMDL program costs of implementing and administering the Chloride TMDL monitoring and reporting requirements, as set forth in Exhibit A;

E. Payment. The Parties agree to submit payment to the County within 90 calendar days of receiving an invoice from the County for their respective shares of the costs related to this MOA.

5. Withdrawal.

A. Any Party may withdraw from this MOA, with or without case, by giving the other Parties at least 30 calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs under this MOA up to the date of its notice to withdrawal. From the date of a Party's notice to withdrawal, or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this MOA except Section 6, which shall survive the expiration and/or any termination of this MOA.

B. In the event a Party withdraws before the end of the term of this MOA, the Parties agree to meet promptly, but not less than 30 calendar days from receiving notice from the withdrawing Party, to discuss the need to amend this MOA to update the cost share arrangement between the remaining Parties to this MOA.

6. Indemnification. Each Party shall defend, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with CIMP SCR TMDL monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims arise from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by

agreement of all Parties or by judgment by a court of competent jurisdiction. The Parties agree that none of them shall request a jury apportionment.

7. Disclosure of Program Data. To the extent permitted by law, all CIMP SCR TMDL data collected by the Parties and any consultant contract pursuant to Section 3(B) will remain confidential and in draft form until finalized and submitted to the RWQCB. Each Party agrees not to disclose CIMP SCR TMDL data to any person or entity without first notifying the other Parties, unless otherwise required by court order. If any Party is required to disclose CIMP SCR TMDL data without first notifying the other Parties, the disclosing Party shall notify the other Parties of the disclosure as soon as possible.

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

9. Entire Agreement; Integration. This MOA, including all exhibits attached hereto and any other documents incorporated herein by specific reference, constitutes the entire integrated agreement of the Parties regarding the subject matter described herein. This MOA supersedes all prior oral or written communications, negotiations, representations, agreements and promises, including (without limiting the generality of the foregoing) that certain agreement between the Parties, dated March 21, 2023.

10. Amendment. This MOA may not be modified or amended, nor any provision or breach waived, except in a writing signed by all Parties which expressly refers to this MOA.

11. Assignment. No Party shall assign or transfer any interest in this MOA or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

12. Notices. Any notice pursuant to this MOA shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

If to County:	**If to District:**
Ventura County Public Works Agency Attn: Hayley Luna 800 South Victoria Avenue Ventura, CA 93009-1610 PHONE: (805) 662-6737	Ventura County Public Works Agency Attn: Arne Anselm 800 South Victoria Avenue Ventura, CA 93009-1610 PHONE: (805) 654-3942
If to Fillmore:	**If to Oxnard:**
City of Fillmore Attn: City Manager/City Engineer 250 Central Avenue Fillmore, CA 93015 PHONE: (805) 524-1500	City of Oxnard Attn: Badaoui Mouderres, Public Work Department/Wastewater Collection 6001 Perkins Road Oxnard, CA 930033

	PHONE: (805) 385-8153
If to Santa Paula: City of Santa Paula Attn: Clete Saunier P.O. Box 569 Santa Paula, CA 93061-0569 PHONE: (805) 933-4212	**If to Ventura:** City of Ventura Attn: Joe Yahner P.O. Box 99 Ventura, CA 93002-0099 PHONE: (805) 652-4558

13. Interpretation; Venue. The validity, interpretation, and performance of this MOA shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action or dispute involving or relating to this MOA shall be in the Ventura County Superior Court.

14. Authority to Execute. Any person executing this MOA on behalf of a Party warrants and represents that he or she has the authority to execute this MOA on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as of the dates set out below.

COUNTY OF VENTURA

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY WATERSHED PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF FILLMORE

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

_____, City Clerk

CITY OF OXNARD

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

_____, City Clerk

CITY OF SANTA PAULA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

_____, City Clerk

CITY OF SAN BUENAVENTURA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

_____, City Clerk

Exhibit A
Budget and Cost Sharing

A. Budgets. Estimated actual costs of implementing and administering the CIMP's SCR Indicator Bacteria TMDL, Nitrogen Compounds TMDL, and Chloride TMDL monitoring and reporting requirements are set forth in the following tables. Note estimated actual costs for the Nitrogen Compounds TMDL and the Chloride TMDL are combined into a single table because the same Parties are responsible parties for these two TMDLs. As provided in Section 4 of the MOA, budgets include the estimated actual costs of consultancy fees to implement and administer the CIMP SCR TMDL program for the next three years, a 10% contingency fee for unanticipated/unexpected CIMP SCR TMDL work and services, and a 5% administrative fee to cover the County's costs to perform the work and tasks described in Section 3(B) of the MOA.

Table A-1: Indicator Bacteria TMDL Budget

Monitoring Year	CIMP Costs: SCR Indicator Bacteria TMDL Component	Contingency Fee (10%)	Administrative Fee (5%)	Totals
Year 1	$77,970.00	$7,797.00	$4,288.35	$90,055.35
Year 2	$80,710.00	$8,071.00	$4,439.05	$93,220.05
Year 3	$83,560.00	$8,356.00	$4,595.80	$96,511.80
TOTALS	$242,240.00	$24,224.00	$13,323.20	$279,787.20

Table A-2: Nitrogen Compounds TMDL and Chloride TMDL Budgets

Monitoring Year	CIMP Costs: SCR Nitrogen Compounds TMDL & Chloride TMDL Components	Contingency Fee (10%)	Administrative Fee (5%)	Totals
Year 1	$4,900.00	$490.00	$269.50	$5,659.50
Year 2	$5,090.00	$509.00	$279.95	$5,878.95
Year 3	$5,280.00	$528.00	$290.40	$6,098.40
TOTALs	$15,270.00	$1,527.00	$839.85	$17,636.85

[CONTINUED ON NEXT PAGE]

B. Cost Share. The Parties agree to share the costs of implementing and administering the CIMP's SCR Indicator Bacteria TMDL, Nitrogen Compounds TMDL, and Chloride TMDL monitoring and reporting provisions as set forth in the following tables.

Table B-1: Indicator Bacteria TMDL Cost Share

Party	Cost Share			Totals
	Year 1	Year 2	Year 3	
County	$15,009.23	$15,536.68	$16,085.30	$46,631.20
District	$15,009.23	$15,536.68	$16,085.30	$46,631.20
Fillmore	$15,009.23	$15,536.68	$16,085.30	$46,631.20
Oxnard	$15,009.23	$15,536.68	$16,085.30	$46,631.20
Ventura	$15,009.23	$15,536.68	$16,085.30	$46,631.20
Santa Paula	$15,009.23	$15,536.68	$16,085.30	$46,631.20
TOTALS	$90,055.35	$93,220.05	$96,511.80	$279,787.20

Table B-2: Nitrogen Compounds TMDL and Chloride TMDL Cost Share

Party	Cost Share			Totals
	Year 1	Year 2	Year 3	
County	$1,414.88	$1,469.74	$1,524.60	$4,409.21
District	$1,414.88	$1,469.74	$1,524.60	$4,409.21
Fillmore	$1,414.88	$1,469.74	$1,524.60	$4,409.21
Santa Paula	$1,414.88	$1,469.74	$1,524.60	$4,409.21
TOTALS	$5,659.50	$5,878.95	$6,098.40	$17,636.85

MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES) TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Memorandum of Agreement (Agreement or MOA) is entered into effect on October 5, 2016 among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7;

WHEREAS, on October 4, 2011, the State Water Resources Control Board approved the TMDL, which went into effect on March 21, 2012;

WHEREAS, the SCR Bacteria TMDL listed the cities of Santa Clarita, Fillmore, Santa Paula, and San Buenaventura and the Counties of Los Angeles and Ventura as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). The California Department of Transportation (Caltrans) has been also identified as responsible party. In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the Estuary. Cities and counties that have co-mingled stormwater in the MS4 are jointly and severally responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances. Consistent with 40 C.F.R. § 122.26(a)(3)(vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, the Parties are required to initiate receiving water monitoring on October 11, 2016 in accordance with approved In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (Final In-Stream Compliance Monitoring Plan) dated May 10, 2016, or as amended; and

WHEREAS, sometime in the future, the RWQCB may require the Parties to initiate outfall water monitoring within 6 months after receipt of RWQCB comments on the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for Lower Santa Clara River Watershed" submitted by the Parties to RWQCB on March 21, 2015, or as amended; and

WHEREAS, sometime in the future, the Caltrans may wish to join this MOA to collaboratively implement required Santa Clara River Bacteria Monitoring and Reporting Program. In such event, Caltrans will be subject to conditions of this MOA including cost share contributions adjusted as appropriate.

COUNCIL Approved 10-04-2016 I-25

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on October 5, 2016 and end on October 4, 2021.

2. The Parties agree to actively support the monitoring and reporting efforts as required by the SCR Bacteria TMDL during the term of this Agreement by funding *equal contributions* of the total cost of the water monitoring described in the Final In-Stream Compliance Monitoring Plan, which is incorporated herein by this reference, shall not exceed a total of $32,026.48 (thirty two thousand twenty six and forty eight cents) per year for the Santa Clara River Bacteria TMDL monitoring and reporting activities in accordance with proposed budget in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Each of the Parties agrees to submit payment within 90 calendar days of receipt of an invoice from the Lead Agency to fund its share of the SCR Bacteria TMDL water monitoring efforts.

4. County of Ventura shall act as the Lead Agency under this Agreement and do all of the following:

   A. To award and administer a contract for consultant services to conduct the SCR Bacteria TMDL water monitoring during the term of this Agreement. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. To furnish the Parties a final accounting of the cost of the SCR Bacteria TMDL water monitoring, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the Parties may grant in writing an extension of time to complete the final accounting.

   C. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Final In-Stream Compliance Monitoring Plan.

   D. During the term of this Agreement, to act as the Lead Agency for contract management and fiscal coordination in connection with the SCR Bacteria TMDL monitoring.

5. Caltrans may join this Agreement by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. Once Caltrans provides such notice, the joining date listed in the notice shall be the effective date of this amendment to the Agreement to include Caltrans; if such joining date is not listed, the effective date of this amendment to the Agreement to include Caltrans shall be thirty (30) calendar days after the date of notice. If Caltrans joins this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five

cents) per year as shown in Exhibit A and based on the cost allocation formula and the total estimated annual cost, attached hereto and made part of the Agreement by this reference. After Caltrans joins this MOA, the first cost share will be prorated to reflect the actual cost to be encumbered by the Parties with Caltrans participation, with a not to exceed Caltrans' cost share of $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year. If Caltrans joins this Agreement after the other Parties have already paid the Lead Agency based on the calculation without Caltrans, within ninety (90) calendar days of receipt of Caltrans's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once Caltrans is a party to the Agreement. Caltrans funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of and not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year for the SCR Bacteria TMDL monitoring and reporting related activities in accordance with proposed budget as shown at the bottom of Exhibit A and adjusted to include Caltrans in the future to represent Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this Agreement.

6. Each of the Parties agrees to pay a five (5) percent administration fee to the Lead Agency for preparing and managing the contracts and budget for SCR Bacteria TMDL monitoring. The administration fee will be calculated from the total consultant contract amount and equally cost shared among the Parties. In any case, this administrative fee, when added to the costs of monitoring and reporting, shall not exceed each Party's contribution amount listed in Exhibit A.

7. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties at least thirty (30) calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs up to the date of its withdrawal. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw from cost sharing of SCR Bacteria TMDL monitoring and reporting services before the end of the term of the Agreement, it is agreed that the remaining cost share will be distributed among other Parties based on the existing cost allocation formula. Each Party maximum liability for the MOA defined monitoring and reporting costs shall be limited to the amount reflected in Exhibit A, and incurred by the County up to the date of termination.

8. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with SCR Bacteria monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

9. If Caltrans joins this Agreement, all obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made. If Caltrans joins the Agreement, it is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If Caltrans joins the Agreement and later learns that the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, Caltrans has the option to withdraw from this Agreement by giving notice in the manner provided in Exhibit C, which is attached hereto and incorporated herein by this reference, to all Parties. Should Caltrans exercise its option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement, and the indemnification and hold harmless provision in the Agreement. Once the Parties receive written notice from Caltrans that it has opted to withdraw from this Agreement, the written withdrawal date in the notice, or if such withdrawal date is not listed, thirty (30) calendar days after the date of notice, this Agreement shall automatically revert to the language of the Agreement before Caltrans joined—although all amendment language adopted after Caltrans joined the Agreement that does not specifically relate to Caltrans joining the Agreement shall remain valid—without any further action by the Parties.

10. If Caltrans joins the Agreement, any Party intending to enter onto a Caltrans right of way to effectuate the terms of this Agreement shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

11. Monitoring data collected will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the monitoring data generated from the Program with members of the public without first notifying the Lead Agency, unless so required by law or court order.

12. Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this

Agreement. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

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

14. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

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

16. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

18. Any notice pursuant to this Agreement shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency—
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Fillmore —
City Manager & City Engineer
City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Phone: (805) 524-1500 x. 114

To the City of Santa Paula —
Brian Yanez
City of Santa Paula
PO Box 569
Santa Paula, CA 93061-0569
Phone(805)933-4212

To the City of San Buenaventura —
Joe Yahner
CITY OF SAN BUENAVENTURA
PO Box 99
Ventura, CA 93002-0099
Phone: (805) 652-4558

To the City of Oxnard—
Daniel Rydberg

To California Department of Transportation (if elects to join in the

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Phone: (805) 385-8280

future)
District 07
Design Division, Storm Water Unit
Alberto A. Angelini
100 South Main Street, Suite 100, MS 13
Los Angeles, Ca 90012

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 10/6/16

Jeff Pratt, Ventura County Public Works Agency Director

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 9/27/16
Diane McCall, Mayor

ATTEST:

_____
Diana Impeartrice, Deputy City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Department Manager

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 1/9/17

JOHN L. ILASIN, Interim Public Works Director/City Engineer

ATTEST:

LUCY BLANCO, City Clerk

VENTURA CO. CAL. APRIL 22, 1902 INCORPORATED CITY OF SANTA PAULA

JENNY CROSSWHITE, Mayor

JOHN C. COTTI, City Attorney

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: Nov. 14, 2016
Erik Nasarenko, Mayor

ATTEST:

_____
Antoinette M. Mann, City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____
M. Rebeca Mendoza
Assistant City Attorney

Exhibit A

Cost Sharing Distribution Table

Monitoring and Reporting Period: October 11, 2016-October 10, 2017	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 6,405.30
CITY of San Buenaventura	$ 6,405.30
City of Fillmore	$ 6,405.30
City of Santa Paula	$ 6,405.30
City of Oxnard	$ 6,405.30
Total	**$ 32,026.48**

Future Adjusted Cost Sharing Distribution Table (if Caltrans Joins Agreement)

Monitoring and Reporting Period: *To Be Determined*	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 5,337.75
CITY of San Buenaventura	$ 5,337.75
City of Fillmore	$ 5,337.75
City of Santa Paula	$ 5,337.75
City of Oxnard	$ 5,337.75
Caltrans	$ 5,337.75
Total	**$ 32,026.48**

Exhibit B

Notice to All Parties of Caltrans' Election to Join the Agreement

Date of Notice: _____

Pursuant to Section 5 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to join the Agreement. In joining the Agreement, Caltrans agrees to all provisions of the Agreement, including all of the benefits and burdens bestowed upon Caltrans due to the provisions of the Agreement, and Caltrans asserts that it shall comply with all provisions in the Agreement. Thus, Caltrans shall become a party to the Agreement such that the term "Party" used therein shall apply to Caltrans and the term "Parties" used therein shall include Caltrans.

The date whereby Caltrans shall join the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

Exhibit C

Notice to All Parties of Caltrans' Election to Withdraw from the Agreement

Date of Notice: _____

Pursuant to Section 11 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to withdraw from the Agreement. In withdrawing from the Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

The date whereby Caltrans withdraws from the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

1034

Agreement No. 2016-055.1
August 6, 2018

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Amendment No. 1 to the Memorandum of Agreement ("First Amendment") to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program (Agreement) is entered into effective **September 14, 2018,** among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually as "Party").

RECITALS

WHEREAS, the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required receiving water monitoring and reporting activities in accordance with the approved "Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load," dated May 10, 2016, or as amended; and

WHEREAS, on December 26, 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) approved "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for the Lower Santa Clara River Watershed," dated March 21, 2015, including Appendix A, "Outfall Monitoring Plan," which implementation was extended to begin on September 17, 2018.

WHEREAS, the Parties desire to amend the Agreement (Exhibit A-2) to include equal cost sharing for implementation of Outfall Monitoring Plan.

THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed that:

1. A new Section 2.5 is added to the Agreement to read, in its entirety, as follows:

> "The Parties agree to actively support the efforts of the outfall monitoring and reporting activities for the Lower Santa Clara River Watershed indicator Bacteria Total Maximum Daily Load during the term of the Agreement by funding *equal contributions* of the total cost for the implementation of the Outfall Monitoring Plan, the total cost of which shall not exceed $65,059.10 (sixty-five thousand fifty-nine dollars and ten cents) per year for the outfall monitoring and reporting activities in accordance with the proposed budget in Exhibit A-1, attached hereto and incorporated herein by reference."

2. Section 3 of the Agreement is replaced in its entirety, to read as follows:

"Each of the Parties agrees to submit annual payment of not to exceed $13,011.82 (thirteen thousand eleven dollars and eighty two cents) within 90 calendar days of receipt of the invoice from the Lead Agency to fund outfall monitoring and reporting efforts during the term. In the event the total costs exceed the amount estimated in Exhibit A, the Parties agree to further amend this Agreement to increase the annual contributions or take such other steps as are necessary to ensure that the Parties are equally sharing in the total cost of the outfall monitoring and reporting efforts.

3. Section 4 of the Agreement is revised to add the following provisions to the County of Ventura's Lead Agency responsibilities:

"E. To award contracts for consultant services to implement the Outfall Monitoring Plan, to execute and administer the contracts, and to act on behalf of the Parties in all matters pertaining to the Agreement and this First Amendment.

F. To furnish the Parties a final accounting of the cost of the Outfall Monitoring Plan implementation, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, that the Parties may grant an extension of time to complete the final accounting upon agreement of the Parties.

G. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Outfall Monitoring Plan."

4. Except as specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Fillmore

4/12/18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Oxnard

Lisa Boerner, Purchasing Manager — Date: 10/26/18

APPROVED AS TO FORM:

Stephen Fischer, City Attorney — Date: 9/20/18

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Santa Paula

Michael K. Rock, City Manager

9-7-18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

Signature: _____ Date: August 6, 2018
Neal Andrews, Mayor

ATTEST:

_____
Antoinette M. Mann, MMC, CRM
City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____ Date: July 11, 2018
M. Rebeca Mendoza
Assistant City Attorney

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

Ventura County Public Works Agency

Jeff Pratt, Director

6/21/18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-1

Cost Sharing Distribution Table

Outfall Monitoring Plan Implementation Period: Annual (July 1st through June 30th)		**Contract Amount**
12-month outfall monitoring and reporting estimate	$	48,311.20
12-month optional cost for additional Los Angeles / Ventura County Line sampling location (optional)	$	3,323.00
Contingency (20%)	$	10,326.85
County of Ventura 5% Administrative Fee	$	3,098.05
TOTAL	**$**	**65,059.10**

MOA Parties		Contribution Amount
City of Fillmore	$	13,011.82
City of Oxnard	$	13,011.82
City of Santa Paula	$	13,011.82
City of San Buenaventura	$	13,011.82
County of Ventura	$	13,011.82
TOTAL	**$**	**65,059.10**

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-2

Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective October 5, 2016

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Memorandum of Agreement (Agreement or MOA) is entered into effect on October 5, 2016 among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7;

WHEREAS, on October 4, 2011, the State Water Resources Control Board approved the TMDL, which went into effect on March 21, 2012;

WHEREAS, the SCR Bacteria TMDL listed the cities of Santa Clarita, Fillmore, Santa Paula, and San Buenaventura and the Counties of Los Angeles and Ventura as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). The California Department of Transportation (Caltrans) has been also identified as responsible party. In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the Estuary. Cities and counties that have co-mingled stormwater in the MS4 are jointly and severally responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances. Consistent with 40 C.F.R. § 122.26(a)(3)(vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, the Parties are required to initiate receiving water monitoring on October 11, 2016 in accordance with approved In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (Final In-Stream Compliance Monitoring Plan) dated May 10, 2016, or as amended; and

WHEREAS, sometime in the future, the RWQCB may require the Parties to initiate outfall water monitoring within 6 months after receipt of RWQCB comments on the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for Lower Santa Clara River Watershed" submitted by the Parties to RWQCB on March 21, 2015, or as amended; and

WHEREAS, sometime in the future, the Caltrans may wish to join this MOA to collaboratively implement required Santa Clara River Bacteria Monitoring and Reporting Program. In such event, Caltrans will be subject to conditions of this MOA including cost share contributions adjusted as appropriate.

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on October 5, 2016 and end on October 4, 2021.

2. The Parties agree to actively support the monitoring and reporting efforts as required by the SCR Bacteria TMDL during the term of this Agreement by funding *equal contributions* of the total cost of the water monitoring described in the Final In-Stream Compliance Monitoring Plan, which is incorporated herein by this reference, shall not exceed a total of $32,026.48 (thirty two thousand twenty six and forty eight cents) per year for the Santa Clara River Bacteria TMDL monitoring and reporting activities in accordance with proposed budget in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Each of the Parties agrees to submit payment within 90 calendar days of receipt of an invoice from the Lead Agency to fund its share of the SCR Bacteria TMDL water monitoring efforts.

4. County of Ventura shall act as the Lead Agency under this Agreement and do all of the following:

   A. To award and administer a contract for consultant services to conduct the SCR Bacteria TMDL water monitoring during the term of this Agreement. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. To furnish the Parties a final accounting of the cost of the SCR Bacteria TMDL water monitoring, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the Parties may grant in writing an extension of time to complete the final accounting.

   C. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Final In-Stream Compliance Monitoring Plan.

   D. During the term of this Agreement, to act as the Lead Agency for contract management and fiscal coordination in connection with the SCR Bacteria TMDL monitoring.

5. Caltrans may join this Agreement by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. Once Caltrans provides such notice, the joining date listed in the notice shall be the effective date of this amendment to the Agreement to include Caltrans; if such joining date is not listed, the effective date of this amendment to the Agreement to include Caltrans shall be thirty (30) calendar days after the date of notice. If Caltrans joins this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year as shown in Exhibit A and based on the cost allocation formula and the total estimated

annual cost, attached hereto and made part of the Agreement by this reference. After Caltrans joins this MOA, the first cost share will be prorated to reflect the actual cost to be encumbered by the Parties with Caltrans participation, with a not to exceed Caltrans' cost share of $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year. If Caltrans joins this Agreement after the other Parties have already paid the Lead Agency based on the calculation without Caltrans, within ninety (90) calendar days of receipt of Caltrans's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once Caltrans is a party to the Agreement. Caltrans funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of and not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year for the SCR Bacteria TMDL monitoring and reporting related activities in accordance with proposed budget as shown at the bottom of Exhibit A and adjusted to include Caltrans in the future to represent Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this Agreement.

6. Each of the Parties agrees to pay a five (5) percent administration fee to the Lead Agency for preparing and managing the contracts and budget for SCR Bacteria TMDL monitoring. The administration fee will be calculated from the total consultant contract amount and equally cost shared among the Parties. In any case, this administrative fee, when added to the costs of monitoring and reporting, shall not exceed each Party's contribution amount listed in Exhibit A.

7. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties at least thirty (30) calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs up to the date of its withdrawal. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw from cost sharing of SCR Bacteria TMDL monitoring and reporting services before the end of the term of the Agreement, it is agreed that the remaining cost share will be distributed among other Parties based on the existing cost allocation formula. Each Party maximum liability for the MOA defined monitoring and reporting costs shall be limited to the amount reflected in Exhibit A, and incurred by the County up to the date of termination.

8. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with SCR Bacteria monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

9. If Caltrans joins this Agreement, all obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has

been written before ascertaining the availability of federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made. If Caltrans joins the Agreement, it is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If Caltrans joins the Agreement and later learns that the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, Caltrans has the option to withdraw from this Agreement by giving notice in the manner provided in Exhibit C, which is attached hereto and incorporated herein by this reference, to all Parties. Should Caltrans exercise its option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement, and the indemnification and hold harmless provision in the Agreement. Once the Parties receive written notice from Caltrans that it has opted to withdraw from this Agreement, the written withdrawal date in the notice, or if such withdrawal date is not listed, thirty (30) calendar days after the date of notice, this Agreement shall automatically revert to the language of the Agreement before Caltrans joined—although all amendment language adopted after Caltrans joined the Agreement that does not specifically relate to Caltrans joining the Agreement shall remain valid—without any further action by the Parties.

10. If Caltrans joins the Agreement, any Party intending to enter onto a Caltrans right of way to effectuate the terms of this Agreement shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

11. Monitoring data collected will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the monitoring data generated from the Program with members of the public without first notifying the Lead Agency, unless so required by law or court order.

12. Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall

in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

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

14. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

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

16. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

18. Any notice pursuant to this Agreement shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Fillmore —
City Manager & City Engineer
City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Phone: (805) 524-1500 x. 114

To the City of Santa Paula —
Brian Yanez
City of Santa Paula
PO Box 569
Santa Paula, CA 93061-0569
Phone (805) 933-4212

To the City of San Buenaventura —
Joe Yahner
CITY OF SAN BUENAVENTURA
PO Box 99
Ventura, CA 93002-0099
Phone: (805) 652-4558

To the City of Oxnard —
Daniel Rydberg
City of Oxnard
305 West Third Street
Oxnard, CA 93030

To California Department of Transportation (if elects to join in the future)
District 07
Design Division, Storm Water Unit

Phone: (805) 385-8280

Alberto A. Angelini
100 South Main Street, Suite 100, MS 13
Los Angeles, Ca 90012

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 10/6/16

Jeff Pratt, Ventura County Public Works
Agency Director

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 1/9/17

JOHN L. ILASIN, Interim Public Works Director/City Engineer

ATTEST:

_____

LUCY BLANCO, City Clerk

_____

JENNY CROSSWHITE, Mayor

_____

JOHN C. COTTI, City Attorney

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 9/27/16
Diane McCall, Mayor

ATTEST:

_____
Diana Impeartrice, Deputy City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Department Manager

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: Nov. 14, 2016
Erik Nasarenko, Mayor

ATTEST:

_____
Antoinette M. Mann, City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____
M. Rebeca Mendoza
Assistant City Attorney

Exhibit A

Cost Sharing Distribution Table

Monitoring and Reporting Period: October 11, 2016 - October 10, 2017	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 6,405.30
CITY of San Buenaventura	$ 6,405.30
City of Fillmore	$ 6,405.30
City of Santa Paula	$ 6,405.30
City of Oxnard	$ 6,405.30
Total	**$ 32,026.48**

Future Adjusted Cost Sharing Distribution Table (if Caltrans Joins Agreement)

Monitoring and Reporting Period: *To Be Determined*	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 5,337.75
CITY of San Buenaventura	$ 5,337.75
City of Fillmore	$ 5,337.75
City of Santa Paula	$ 5,337.75
City of Oxnard	$ 5,337.75
Caltrans	$ 5,337.75
Total	**$ 32,026.48**

Exhibit B

Notice to All Parties of Caltrans' Election to Join the Agreement

Date of Notice: _____

Pursuant to Section 5 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to join the Agreement. In joining the Agreement, Caltrans agrees to all provisions of the Agreement, including all of the benefits and burdens bestowed upon Caltrans due to the provisions of the Agreement, and Caltrans asserts that it shall comply with all provisions in the Agreement. Thus, Caltrans shall become a party to the Agreement such that the term "Party" used therein shall apply to Caltrans and the term "Parties" used therein shall include Caltrans.

The date whereby Caltrans shall join the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

Exhibit C

Notice to All Parties of Caltrans' Election to Withdraw from the Agreement

Date of Notice: _____

Pursuant to Section 11 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to withdraw from the Agreement. In withdrawing from the Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

The date whereby Caltrans withdraws from the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT

AMONG

CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT

TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Amendment No. 2 ("Second Amendment") to the Memorandum of Agreement to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program ("Agreement") is entered into effective **October 4, 2021,** among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, County of Ventura, and Ventura County Watershed Protection District (collectively referred to as the "Parties" and individually as "Party").

RECITALS

WHEREAS, the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required receiving water monitoring and reporting activities in accordance with the approved "Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load," dated May 10, 2016, or as amended; and

WHEREAS, on December 26, 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) approved the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for the Lower Santa Clara River Watershed," dated March 21, 2015, including Appendix A, "Outfall Monitoring Plan," which implementation was extended to begin on September 17, 2018; and

WHEREAS, the First Amendment to the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required municipal stormwater outfall monitoring in accordance with the approved Outfall Monitoring Plan for Santa Clara River Bacteria TMDL; and

WHEREAS, the Agreement is currently set to expire on October 4, 2021; and

WHEREAS, the Parties desire to continue their support for the Santa Clara River Bacteria TMDL Monitoring and Reporting Program by extending the term of the Agreement for an additional 18 months, through March 21, 2023; and

WHEREAS, the Parties desire to add Ventura County Watershed Protection District as a Party to the Agreement, as amended.

NOW, THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed by the Parties that:

1. Ventura County Watershed Protection District ("District") is hereby added as a party to the Agreement, as amended, and shall equally cost share the Santa Clara River Bacteria TMDL Monitoring and Reporting Program with the other Parties for the period commencing on October 4, 2021, and ending on March 21, 2023. Except as otherwise provided herein, wherever "Parties" or "Party" appears in the Agreement, as amended, such term shall include the District.

2. The term of the Agreement, in Section 1, is extended for 18 months, ending on March 21, 2023.

3. A new Section 3.1 of the Agreement is added to the Agreement, to read as follows:

   Each of the Parties agrees to submit payments of not to exceed $13,895.00 (thirteen thousand eight hundred and ninety five dollars) in Fiscal Year 2021-22 and not to exceed $13,895.00 (thirteen thousand eight hundred and ninety five dollars) in Fiscal Year 2022-23 within 90 calendar days of receipt of the invoice from the Lead Agency to fund in-stream and outfall monitoring and reporting efforts in accordance with the "Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load," dated May 10, 2016; and "Outfall Monitoring Plan" in Appendix A of "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for the Lower Santa Clara River Watershed," dated March 21, 2015, during the period commencing on October 4, 2021, and ending on March 21, 2023."

4. Section 18 of the Agreement is revised to include the following:
   To Ventura County Watershed Protection District -
   Arne Anselm
   Ventura County Public Works Agency – Watershed Protection
   800 S. Victoria Avenue
   Ventura, California, 93009-1610
   Phone: (805) 654-3942

5. Except as specifically provided herein, all provisions of the Agreement shall remain in full force and effect.

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF FILLMORE** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

City of Fillmore

_____ _____

Date

ATTEST:

_____

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF OXNARD** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

City of Oxnard

Daniel Willhite

Dan Willhite, Purchasing Manager

Sep 29, 2021

Date

APPROVED AS TO FORM:

9-20-21

Stephen M. Fischer
City Attorney

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF SANTA PAULA** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

City of Santa Paula

_____ _____

Date

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF SAN BUENAVENTURA** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

Signature: _____ Date:_____
Sofia Rubalcava, Mayor

ATTEST:

_____
Antoinette M. Mann, MMC, CRM
City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____ Date:_____
Miles P. Hogan
Assistant City Attorney II

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **COUNTY OF VENTURA** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

Ventura County Public Works Agency

Jeff Pratt, Director

Date

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **VENTURA COUNTY WATERSHED PROTECTION DISTRICT** agrees to the Second Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2023.

Ventura County Watershed Protection District

_____ _____

Glenn Shephard, Director Date

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-1

Cost Sharing Distribution Table
(October 4, 2021 through March 21, 2023)

Second Amendment Cost Items	Amount
18-month Monitoring and Reporting estimate	$158,800.00
County of Ventura 5% Administrative Fee	$7,940.00
TOTAL	**$166,740.00**

Second Amendment Parties	Total Contribution Amount	FY 2021-22	FY 2022-23
County of Ventura	$27,790.00	$13,895.00	$13,895.00
Ventura County Watershed Protection District	$27,790.00	$13,895.00	$13,895.00
City of San Buenaventura	$27,790.00	$13,895.00	$13,895.00
City of Fillmore	$27,790.00	$13,895.00	$13,895.00
City of Santa Paula	$27,790.00	$13,895.00	$13,895.00
City of Oxnard	$27,790.00	$13,895.00	$13,895.00
Total	**$166,740.00**	**$83,370.00**	**$83,370.00**

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-2

Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective October 5, 2016

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Memorandum of Agreement (Agreement or MOA) is entered into effect on October 5, 2016 among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7;

WHEREAS, on October 4, 2011, the State Water Resources Control Board approved the TMDL, which went into effect on March 21, 2012;

WHEREAS, the SCR Bacteria TMDL listed the cities of Santa Clarita, Fillmore, Santa Paula, and San Buenaventura and the Counties of Los Angeles and Ventura as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). The California Department of Transportation (Caltrans) has been also identified as responsible party. In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the Estuary. Cities and counties that have co-mingled stormwater in the MS4 are jointly and severally responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances. Consistent with 40 C.F.R. § 122.26(a)(3)(vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, the Parties are required to initiate receiving water monitoring on October 11, 2016 in accordance with approved In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (Final In-Stream Compliance Monitoring Plan) dated May 10, 2016, or as amended; and

WHEREAS, sometime in the future, the RWQCB may require the Parties to initiate outfall water monitoring within 6 months after receipt of RWQCB comments on the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for Lower Santa Clara River Watershed" submitted by the Parties to RWQCB on March 21, 2015, or as amended; and

WHEREAS, sometime in the future, the Caltrans may wish to join this MOA to collaboratively implement required Santa Clara River Bacteria Monitoring and Reporting Program. In such event, Caltrans will be subject to conditions of this MOA including cost share contributions adjusted as appropriate.

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on October 5, 2016 and end on October 4, 2021.

2. The Parties agree to actively support the monitoring and reporting efforts as required by the SCR Bacteria TMDL during the term of this Agreement by funding *equal contributions* of the total cost of the water monitoring described in the Final In-Stream Compliance Monitoring Plan, which is incorporated herein by this reference, shall not exceed a total of $32,026.48 (thirty two thousand twenty six and forty eight cents) per year for the Santa Clara River Bacteria TMDL monitoring and reporting activities in accordance with proposed budget in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Each of the Parties agrees to submit payment within 90 calendar days of receipt of an invoice from the Lead Agency to fund its share of the SCR Bacteria TMDL water monitoring efforts.

4. County of Ventura shall act as the Lead Agency under this Agreement and do all of the following:

   A. To award and administer a contract for consultant services to conduct the SCR Bacteria TMDL water monitoring during the term of this Agreement. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. To furnish the Parties a final accounting of the cost of the SCR Bacteria TMDL water monitoring, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the Parties may grant in writing an extension of time to complete the final accounting.

   C. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Final In-Stream Compliance Monitoring Plan.

   D. During the term of this Agreement, to act as the Lead Agency for contract management and fiscal coordination in connection with the SCR Bacteria TMDL monitoring.

5. Caltrans may join this Agreement by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. Once Caltrans provides such notice, the joining date listed in the notice shall be the effective date of this amendment to the Agreement to include Caltrans; if such joining date is not listed, the effective date of this amendment to the Agreement to include Caltrans shall be thirty (30) calendar days after the date of notice. If Caltrans joins this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year as shown in Exhibit A and based on the cost allocation formula and the total estimated

annual cost, attached hereto and made part of the Agreement by this reference. After Caltrans joins this MOA, the first cost share will be prorated to reflect the actual cost to be encumbered by the Parties with Caltrans participation, with a not to exceed Caltrans' cost share of $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year. If Caltrans joins this Agreement after the other Parties have already paid the Lead Agency based on the calculation without Caltrans, within ninety (90) calendar days of receipt of Caltrans's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once Caltrans is a party to the Agreement. Caltrans funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of and not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year for the SCR Bacteria TMDL monitoring and reporting related activities in accordance with proposed budget as shown at the bottom of Exhibit A and adjusted to include Caltrans in the future to represent Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this Agreement.

6. Each of the Parties agrees to pay a five (5) percent administration fee to the Lead Agency for preparing and managing the contracts and budget for SCR Bacteria TMDL monitoring. The administration fee will be calculated from the total consultant contract amount and equally cost shared among the Parties. In any case, this administrative fee, when added to the costs of monitoring and reporting, shall not exceed each Party's contribution amount listed in Exhibit A.

7. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties at least thirty (30) calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs up to the date of its withdrawal. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw from cost sharing of SCR Bacteria TMDL monitoring and reporting services before the end of the term of the Agreement, it is agreed that the remaining cost share will be distributed among other Parties based on the existing cost allocation formula. Each Party maximum liability for the MOA defined monitoring and reporting costs shall be limited to the amount reflected in Exhibit A, and incurred by the County up to the date of termination.

8. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with SCR Bacteria monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

9. If Caltrans joins this Agreement, all obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has

been written before ascertaining the availability of federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made. If Caltrans joins the Agreement, it is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If Caltrans joins the Agreement and later learns that the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, Caltrans has the option to withdraw from this Agreement by giving notice in the manner provided in Exhibit C, which is attached hereto and incorporated herein by this reference, to all Parties. Should Caltrans exercise its option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement, and the indemnification and hold harmless provision in the Agreement. Once the Parties receive written notice from Caltrans that it has opted to withdraw from this Agreement, the written withdrawal date in the notice, or if such withdrawal date is not listed, thirty (30) calendar days after the date of notice, this Agreement shall automatically revert to the language of the Agreement before Caltrans joined—although all amendment language adopted after Caltrans joined the Agreement that does not specifically relate to Caltrans joining the Agreement shall remain valid—without any further action by the Parties.

10. If Caltrans joins the Agreement, any Party intending to enter onto a Caltrans right of way to effectuate the terms of this Agreement shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

11. Monitoring data collected will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the monitoring data generated from the Program with members of the public without first notifying the Lead Agency, unless so required by law or court order.

12. Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall

in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

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

14. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

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

16. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

18. Any notice pursuant to this Agreement shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Fillmore —
City Manager & City Engineer
City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Phone: (805) 524-1500 x. 114

To the City of Santa Paula —
Brian Yanez
City of Santa Paula
PO Box 569
Santa Paula, CA 93061-0569
Phone (805) 933-4212

To the City of San Buenaventura —
Joe Yahner
CITY OF SAN BUENAVENTURA
PO Box 99
Ventura, CA 93002-0099
Phone: (805) 652-4558

To the City of Oxnard —
Daniel Rydberg
City of Oxnard
305 West Third Street
Oxnard, CA 93030

To California Department of Transportation (if elects to join in the future)
District 07
Design Division, Storm Water Unit

Phone: (805) 385-8280

Alberto A. Angelini
100 South Main Street, Suite 100, MS 13
Los Angeles, Ca 90012

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 10/6/16

Jeff Pratt, Ventura County Public Works Agency Director

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 1/9/17

JOHN L. ILASIN, Interim Public Works Director/City Engineer

ATTEST:

_____

LUCY BLANCO, City Clerk

_____

JENNY CROSSWHITE, Mayor

_____

JOHN C. COTTI, City Attorney

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 9/27/16
Diane McCall, Mayor

ATTEST:

_____
Diana Impeartrice, Deputy City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Department Manager

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: Nov. 14, 2016
Erik Nasarenko, Mayor

ATTEST:

_____
Antoinette M. Mann, City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____
M. Rebeca Mendoza
Assistant City Attorney

Exhibit A

Cost Sharing Distribution Table

Monitoring and Reporting Period: October 11, 2016 - October 10, 2017		**Contract Amount**
12-month Monitoring and Reporting estimate		**$ 25,417.84**
Contingency (20%)		$ 5,083.57
County of Ventura 5% Administrative Fee		$ 1,525.07
	TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 6,405.30
CITY of San Buenaventura	$ 6,405.30
City of Fillmore	$ 6,405.30
City of Santa Paula	$ 6,405.30
City of Oxnard	$ 6,405.30
Total	**$ 32,026.48**

Future Adjusted Cost Sharing Distribution Table (if Caltrans Joins Agreement)

Monitoring and Reporting Period: *To Be Determined*		**Contract Amount**
12-month Monitoring and Reporting estimate		**$ 25,417.84**
Contingency (20%)		$ 5,083.57
County of Ventura 5% Administrative Fee		$ 1,525.07
	TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 5,337.75
CITY of San Buenaventura	$ 5,337.75
City of Fillmore	$ 5,337.75
City of Santa Paula	$ 5,337.75
City of Oxnard	$ 5,337.75
Caltrans	$ 5,337.75
Total	**$ 32,026.48**

Exhibit B

Notice to All Parties of Caltrans' Election to Join the Agreement

Date of Notice: _____

Pursuant to Section 5 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to join the Agreement. In joining the Agreement, Caltrans agrees to all provisions of the Agreement, including all of the benefits and burdens bestowed upon Caltrans due to the provisions of the Agreement, and Caltrans asserts that it shall comply with all provisions in the Agreement. Thus, Caltrans shall become a party to the Agreement such that the term "Party" used therein shall apply to Caltrans and the term "Parties" used therein shall include Caltrans.

The date whereby Caltrans shall join the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

Exhibit C

Notice to All Parties of Caltrans' Election to Withdraw from the Agreement

Date of Notice: _____

Pursuant to Section 11 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to withdraw from the Agreement. In withdrawing from the Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

The date whereby Caltrans withdraws from the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-3

Amendment No. 1 to Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective September 14, 2018

1034

Agreement No. 2016-055.1
August 6, 2018

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Amendment No. 1 to the Memorandum of Agreement ("First Amendment") to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program (Agreement) is entered into effective **September 14, 2018,** among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually as "Party").

RECITALS

WHEREAS, the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required receiving water monitoring and reporting activities in accordance with the approved "Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load," dated May 10, 2016, or as amended; and

WHEREAS, on December 26, 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) approved "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for the Lower Santa Clara River Watershed," dated March 21, 2015, including Appendix A, "Outfall Monitoring Plan," which implementation was extended to begin on September 17, 2018.

WHEREAS, the Parties desire to amend the Agreement (Exhibit A-2) to include equal cost sharing for implementation of Outfall Monitoring Plan.

THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed that:

1. A new Section 2.5 is added to the Agreement to read, in its entirety, as follows:

> "The Parties agree to actively support the efforts of the outfall monitoring and reporting activities for the Lower Santa Clara River Watershed indicator Bacteria Total Maximum Daily Load during the term of the Agreement by funding *equal contributions* of the total cost for the implementation of the Outfall Monitoring Plan, the total cost of which shall not exceed $65,059.10 (sixty-five thousand fifty-nine dollars and ten cents) per year for the outfall monitoring and reporting activities in accordance with the proposed budget in Exhibit A-1, attached hereto and incorporated herein by reference."

2. Section 3 of the Agreement is replaced in its entirety, to read as follows:

"Each of the Parties agrees to submit annual payment of not to exceed $13,011.82 (thirteen thousand eleven dollars and eighty two cents) within 90 calendar days of receipt of the invoice from the Lead Agency to fund outfall monitoring and reporting efforts during the term. In the event the total costs exceed the amount estimated in Exhibit A, the Parties agree to further amend this Agreement to increase the annual contributions or take such other steps as are necessary to ensure that the Parties are equally sharing in the total cost of the outfall monitoring and reporting efforts.

3. Section 4 of the Agreement is revised to add the following provisions to the County of Ventura's Lead Agency responsibilities:

"E. To award contracts for consultant services to implement the Outfall Monitoring Plan, to execute and administer the contracts, and to act on behalf of the Parties in all matters pertaining to the Agreement and this First Amendment.

F. To furnish the Parties a final accounting of the cost of the Outfall Monitoring Plan implementation, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, that the Parties may grant an extension of time to complete the final accounting upon agreement of the Parties.

G. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Outfall Monitoring Plan."

4. Except as specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Fillmore

6/12/18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Oxnard

Lisa Boerner, Purchasing Manager — Date: 10/26/18

APPROVED AS TO FORM:

Stephen Fischer, City Attorney — Date: 9/20/18

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

City of Santa Paula

Michael K. Rock, City Manager

9-7-18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

Signature: _____ Date: August 6, 2018
Neal Andrews, Mayor

ATTEST:

_____
Antoinette M. Mann, MMC, CRM
City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____ Date: July 11, 2018
M. Rebeca Mendoza
Assistant City Attorney

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the First Amendment and agrees to provide for equal cost sharing for the Outfall Monitoring Plan implementation through October 4, 2021.

Ventura County Public Works Agency

Jeff Pratt, Director

6/21/18
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-1

Cost Sharing Distribution Table

Outfall Monitoring Plan Implementation Period: Annual (July 1st through June 30th)		**Contract Amount**
12-month outfall monitoring and reporting estimate	$	48,311.20
12-month optional cost for additional Los Angeles / Ventura County Line sampling location (optional)	$	3,323.00
Contingency (20%)	$	10,326.85
County of Ventura 5% Administrative Fee	$	3,098.05
TOTAL	**$**	**65,059.10**

MOA Parties		Contribution Amount
City of Fillmore	$	13,011.82
City of Oxnard	$	13,011.82
City of Santa Paula	$	13,011.82
City of San Buenaventura	$	13,011.82
County of Ventura	$	13,011.82
TOTAL	**$**	**65,059.10**

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-2

Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective October 5, 2016

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Memorandum of Agreement (Agreement or MOA) is entered into effect on October 5, 2016 among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7;

WHEREAS, on October 4, 2011, the State Water Resources Control Board approved the TMDL, which went into effect on March 21, 2012;

WHEREAS, the SCR Bacteria TMDL listed the cities of Santa Clarita, Fillmore, Santa Paula, and San Buenaventura and the Counties of Los Angeles and Ventura as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). The California Department of Transportation (Caltrans) has been also identified as responsible party. In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the Estuary. Cities and counties that have co-mingled stormwater in the MS4 are jointly and severally responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances. Consistent with 40 C.F.R. § 122.26(a)(3)(vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, the Parties are required to initiate receiving water monitoring on October 11, 2016 in accordance with approved In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (Final In-Stream Compliance Monitoring Plan) dated May 10, 2016, or as amended; and

WHEREAS, sometime in the future, the RWQCB may require the Parties to initiate outfall water monitoring within 6 months after receipt of RWQCB comments on the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for Lower Santa Clara River Watershed" submitted by the Parties to RWQCB on March 21, 2015, or as amended; and

WHEREAS, sometime in the future, the Caltrans may wish to join this MOA to collaboratively implement required Santa Clara River Bacteria Monitoring and Reporting Program. In such event, Caltrans will be subject to conditions of this MOA including cost share contributions adjusted as appropriate.

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on October 5, 2016 and end on October 4, 2021.

2. The Parties agree to actively support the monitoring and reporting efforts as required by the SCR Bacteria TMDL during the term of this Agreement by funding *equal contributions* of the total cost of the water monitoring described in the Final In-Stream Compliance Monitoring Plan, which is incorporated herein by this reference, shall not exceed a total of $32,026.48 (thirty two thousand twenty six and forty eight cents) per year for the Santa Clara River Bacteria TMDL monitoring and reporting activities in accordance with proposed budget in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Each of the Parties agrees to submit payment within 90 calendar days of receipt of an invoice from the Lead Agency to fund its share of the SCR Bacteria TMDL water monitoring efforts.

4. County of Ventura shall act as the Lead Agency under this Agreement and do all of the following:

   A. To award and administer a contract for consultant services to conduct the SCR Bacteria TMDL water monitoring during the term of this Agreement. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: commercial general liability insurance, including contractual liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. To furnish the Parties a final accounting of the cost of the SCR Bacteria TMDL water monitoring, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the Parties may grant in writing an extension of time to complete the final accounting.

   C. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Final In-Stream Compliance Monitoring Plan.

   D. During the term of this Agreement, to act as the Lead Agency for contract management and fiscal coordination in connection with the SCR Bacteria TMDL monitoring.

5. Caltrans may join this Agreement by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. Once Caltrans provides such notice, the joining date listed in the notice shall be the effective date of this amendment to the Agreement to include Caltrans; if such joining date is not listed, the effective date of this amendment to the Agreement to include Caltrans shall be thirty (30) calendar days after the date of notice. If Caltrans joins this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year as shown in Exhibit A and based on the cost allocation formula and the total estimated

annual cost, attached hereto and made part of the Agreement by this reference. After Caltrans joins this MOA, the first cost share will be prorated to reflect the actual cost to be encumbered by the Parties with Caltrans participation, with a not to exceed Caltrans' cost share of $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year. If Caltrans joins this Agreement after the other Parties have already paid the Lead Agency based on the calculation without Caltrans, within ninety (90) calendar days of receipt of Caltrans's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once Caltrans is a party to the Agreement. Caltrans funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of and not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year for the SCR Bacteria TMDL monitoring and reporting related activities in accordance with proposed budget as shown at the bottom of Exhibit A and adjusted to include Caltrans in the future to represent Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this Agreement.

6. Each of the Parties agrees to pay a five (5) percent administration fee to the Lead Agency for preparing and managing the contracts and budget for SCR Bacteria TMDL monitoring. The administration fee will be calculated from the total consultant contract amount and equally cost shared among the Parties. In any case, this administrative fee, when added to the costs of monitoring and reporting, shall not exceed each Party's contribution amount listed in Exhibit A.

7. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties at least thirty (30) calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs up to the date of its withdrawal. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw from cost sharing of SCR Bacteria TMDL monitoring and reporting services before the end of the term of the Agreement, it is agreed that the remaining cost share will be distributed among other Parties based on the existing cost allocation formula. Each Party maximum liability for the MOA defined monitoring and reporting costs shall be limited to the amount reflected in Exhibit A, and incurred by the County up to the date of termination.

8. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with SCR Bacteria monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

9. If Caltrans joins this Agreement, all obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has

been written before ascertaining the availability of federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made. If Caltrans joins the Agreement, it is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If Caltrans joins the Agreement and later learns that the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, Caltrans has the option to withdraw from this Agreement by giving notice in the manner provided in Exhibit C, which is attached hereto and incorporated herein by this reference, to all Parties. Should Caltrans exercise its option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement, and the indemnification and hold harmless provision in the Agreement. Once the Parties receive written notice from Caltrans that it has opted to withdraw from this Agreement, the written withdrawal date in the notice, or if such withdrawal date is not listed, thirty (30) calendar days after the date of notice, this Agreement shall automatically revert to the language of the Agreement before Caltrans joined—although all amendment language adopted after Caltrans joined the Agreement that does not specifically relate to Caltrans joining the Agreement shall remain valid—without any further action by the Parties.

10. If Caltrans joins the Agreement, any Party intending to enter onto a Caltrans right of way to effectuate the terms of this Agreement shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

11. Monitoring data collected will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the monitoring data generated from the Program with members of the public without first notifying the Lead Agency, unless so required by law or court order.

12. Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall

in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

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

14. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

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

16. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

18. Any notice pursuant to this Agreement shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Fillmore —
City Manager & City Engineer
City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Phone: (805) 524-1500 x. 114

To the City of Santa Paula —
Brian Yanez
City of Santa Paula
PO Box 569
Santa Paula, CA 93061-0569
Phone (805) 933-4212

To the City of San Buenaventura —
Joe Yahner
CITY OF SAN BUENAVENTURA
PO Box 99
Ventura, CA 93002-0099
Phone: (805) 652-4558

To the City of Oxnard —
Daniel Rydberg
City of Oxnard
305 West Third Street
Oxnard, CA 93030

To California Department of Transportation (if elects to join in the future)
District 07
Design Division, Storm Water Unit

Phone: (805) 385-8280

Alberto A. Angelini
100 South Main Street, Suite 100, MS 13
Los Angeles, Ca 90012

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 10/6/16

Jeff Pratt, Ventura County Public Works
Agency Director

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 1/9/17

JOHN L. ILASIN, Interim Public Works Director/City Engineer

ATTEST:

_____

LUCY BLANCO, City Clerk

_____

JENNY CROSSWHITE, Mayor

_____

JOHN C. COTTI, City Attorney

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: 9/27/16
Diane McCall, Mayor

ATTEST:

_____
Diana Impeartrice, Deputy City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Department Manager

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: Nov. 14, 2016
Erik Nasarenko, Mayor

ATTEST:

_____
Antoinette M. Mann, City Clerk

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

By: _____
M. Rebeca Mendoza
Assistant City Attorney

Exhibit A

Cost Sharing Distribution Table

Monitoring and Reporting Period: October 11, 2016 - October 10, 2017		**Contract Amount**
12-month Monitoring and Reporting estimate		**$ 25,417.84**
Contingency (20%)		$ 5,083.57
County of Ventura 5% Administrative Fee		$ 1,525.07
	TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 6,405.30
CITY of San Buenaventura	$ 6,405.30
City of Fillmore	$ 6,405.30
City of Santa Paula	$ 6,405.30
City of Oxnard	$ 6,405.30
Total	**$ 32,026.48**

Future Adjusted Cost Sharing Distribution Table (if Caltrans Joins Agreement)

Monitoring and Reporting Period: *To Be Determined*		**Contract Amount**
12-month Monitoring and Reporting estimate		**$ 25,417.84**
Contingency (20%)		$ 5,083.57
County of Ventura 5% Administrative Fee		$ 1,525.07
	TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 5,337.75
CITY of San Buenaventura	$ 5,337.75
City of Fillmore	$ 5,337.75
City of Santa Paula	$ 5,337.75
City of Oxnard	$ 5,337.75
Caltrans	$ 5,337.75
Total	**$ 32,026.48**

Exhibit B

Notice to All Parties of Caltrans' Election to Join the Agreement

Date of Notice: _____

Pursuant to Section 5 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to join the Agreement. In joining the Agreement, Caltrans agrees to all provisions of the Agreement, including all of the benefits and burdens bestowed upon Caltrans due to the provisions of the Agreement, and Caltrans asserts that it shall comply with all provisions in the Agreement. Thus, Caltrans shall become a party to the Agreement such that the term "Party" used therein shall apply to Caltrans and the term "Parties" used therein shall include Caltrans.

The date whereby Caltrans shall join the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

Exhibit C

Notice to All Parties of Caltrans' Election to Withdraw from the Agreement

Date of Notice: _____

Pursuant to Section 11 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to withdraw from the Agreement. In withdrawing from the Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

The date whereby Caltrans withdraws from the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Amendment No. 3 ("Third Amendment") to the Memorandum of Agreement to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program ("Agreement") is entered into effective **March 22, 2023,** among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, County of Ventura, and Ventura County Watershed Protection District (collectively referred to as the "Parties" and individually as "Party").

RECITALS

WHEREAS, the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required receiving water monitoring and reporting activities in accordance with the approved "Final In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load," dated May 10, 2016, or as amended; and

WHEREAS, on December 26, 2017, the Los Angeles Regional Water Quality Control Board (RWQCB) approved the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for the Lower Santa Clara River Watershed," dated March 21, 2015, including Appendix A, "Outfall Monitoring Plan," which implementation was extended to begin on September 17, 2018; and

WHEREAS, the First Amendment to the Agreement, attached hereto and incorporated herein by reference, was executed for cost sharing of required municipal stormwater outfall monitoring in accordance with the approved Outfall Monitoring Plan for Santa Clara River Bacteria TMDL; and

WHEREAS, the Second Amendment to the Agreement, attached hereto and incorporated herein by reference, was executed to continue cost sharing of required outfall and receiving water monitoring and addition of Ventura County Watershed Protection District as a Party to the Agreement;

WHEREAS, the Agreement is currently set to expire on March 21, 2023; and

WHEREAS, the Parties desire to continue their support for the Santa Clara River Bacteria TMDL Monitoring and Reporting Program by extending the term of the Agreement for an additional 2 years, through March 21, 2025;

NOW, THEREFORE, in consideration of these recitals and other consideration set forth below, it is mutually agreed by the Parties that:

1. The Parties agree to extend the term of the Agreement for 2 years commencing on March 22, 2023 and ending on March 21, 2025.

2. The Parties agree to actively support the in-stream and outfall monitoring efforts to comply with Santa Clara River Bacteria TMDL during the term of this MOA Amendment No. 3 by funding equal contributions of the total costs, which in total shall not exceed $260,097.00 (two hundred sixty thousand ninety-seven dollars and zero cents) for the additional two years of Santa Clara River Bacteria TMDL related activities.

3. The Parties agree to carry over a balance of $180,857.28 (one hundred eighty thousand eight hundred fifty-seven dollars and twenty-eight cents) from the prior contributions to cover a portion of the additional two years of efforts under this MOA Amendment No. 3 per Exhibit A-1.

4. Each of the Parties agrees to submit payment of an additional $13,206.62 (thirteen thousand two hundred six dollars and sixty-two cents) within 90 calendar days of the request of the Lead Agency.

5. Except as specifically provided herein, all provisions of the Agreement shall remain in full force and effect.

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF FILLMORE** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

City of Fillmore:

_____ _____
Date

ATTEST:

_____

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF OXNARD** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

City of Oxnard

Jennifer Yates

2/15/2023
Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

01148.0001/720528.1 TJI

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF SANTA PAULA** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

City of Santa Paula

_____ _____

Date

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **CITY OF SAN BUENAVENTURA** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

Signature: _____ Date: _____
Joe Schroeder, Mayor

ATTEST:

_____
Michael B. MacDonald, CMC
City Clerk

APPROVED AS TO FORM
Andrew Heglund, City Attorney

By: _____ Date: _____
Monica De La Hoya
Assistant City Attorney II

01148.0001/720528.1 TJI

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **COUNTY OF VENTURA** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

Ventura County Public Works Agency

_____ _____

Jeff Pratt, PE
Director

Date

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signature(s) below the **VENTURA COUNTY WATERSHED PROTECTION DISTRICT** agrees to the Third Amendment and agrees to provide for equal cost sharing for the Santa Clara River Monitoring and Reporting Program implementation through March 21, 2025.

Ventura County Watershed Protection District

_____ _____

Glenn Shephard, PE
Director

Date

AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-1

Cost Sharing Distribution Table
(October 1, 2022 through March 21, 2025)

MOA Addendum No. 3 Party	Estimated Expenditures Through March 21, 2025	Administration Fee 5%	Total Estimated Expenditures October 1, 2022 through March 21, 2025	MOA Balance as of 10/01/2022	FY2025 Contributions	Estimated Final Balance as of March 21, 2025
Fillmore	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
Oxnard	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
Ventura	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
Santa Paula	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
County of Ventura	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
VCWPD (Zone 2)	($41,285.24)	($2,064.26)	**($43,349.50)**	$30,142.88	$13,206.62	$0.00
Total	**($247,711.44)**	**($12,385.56)**	**($260,097.00)**	**$180,857.28**	**$79,239.72**	**$0.00**

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-2

Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective October 5, 2016

AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT

AMONG

CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA

TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-3

Amendment No. 1 to Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective September 14, 2018

AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT

AMONG

CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, COUNTY OF VENTURA, AND VENTURA COUNTY WATERSHED PROTECTION DISTRICT

TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Exhibit A-4

Amendment No. 2 to Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, County of Ventura, and Ventura County Watershed Protection District To Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

Effective October 4, 2021

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.10

DATE: December 17, 2024

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period June 13, 2024 through December 5, 2024.

(This item did not originate in Committee.)

BACKGROUND

Per City Code Chapter 4: Public Projects; Purchasing and Contracting allows the City Manager to approve any procurement contract or purchase order up to $200,000 annually. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed $200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between $101,000 to $200,000 annually (including all prior amendments) for the period between June 13, 2024 through December 5, 2024.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant

ATTACHMENTS

1. City Manager Contract List 2024

City Manager Contract/Purchase Order List - June 13 to December 5, 2024
Contracts/Purchase Orders from $101,000 to $200,000 Annually

	Date CM approved	PO NO.	Contract No.	Vendor	Description	Value of Item approved	Total Value
1	7/1/2024	Multiple PO's	N/A	Amazon	Citywide Blanket Purchase Order for Supplies	$200,000.00	$200,000.00
2	7/1/2024	Multiple PO's	N/A	Culligan	Citywide Blanket Purchase Order for bottled water, reverse osmossis	$200,000.00	$200,000.00
3	7/1/2024	Multiple PO's	N/A	Fastenal	Citywide Blanket Purchase Order for maintenance and hardware supplies	$200,000.00	$200,000.00
4	7/1/2024	Multiple PO's	N/A	Grainger	Citywide Blanket Purchase Order for industrial equipment, maintenance supplies, tools and parts	$200,000.00	$200,000.00
5	7/1/2024	Multiple PO's	N/A	Home Depot	Citywide Blanket Purchase Order for supplies	$200,000.00	$200,000.00
6	7/1/2024	Multiple PO's	N/A	Lowes	Citywide Blanket Purchase Order for supplies	$200,000.00	$200,000.00
7	7/1/2024	Multiple PO's	N/A	ODP - Office Depot	Citywide Blanket Purchase Order for office supplies	$200,000.00	$200,000.00
8	7/1/2024	Multiple PO's	N/A	Red Wing	Citywide Blanket Purchase Order for safety shoes	$200,000.00	$200,000.00
9	7/1/2024	Multiple PO's	N/A	Staples	Citywide Blanket Purchase Order for office supplies	$200,000.00	$200,000.00
10	7/1/2024	Multiple PO's	N/A	The Wharf	Citywide Blanket Purchase Order for safety shoes	$200,000.00	$200,000.00
11	7/1/2024	Multiple PO's	N/A	Tri-County Office Furniture	Citywide Blanket Purchase Order for office furniture	$200,000.00	$200,000.00
12	7/1/2024	N/A	32500023	Daniels Tire Service, Inc	Blanket Purchase Order to purchase Goodyear Tires for City Fleet Vehicles	$200,000.00	$200,000.00
13	7/8/2024	22500061	N/A	Consolidated Electric Distributors, Inc.	Blanket Purchase Order to purchase industrial motor controls and process controls for Wastewater	$160,000.00	$160,000.00
14	7/9/2024	N/A	32500010	Hill Brothers Chemicals Co.	Blanket Purchase Order for chemicals for Wastewater	$150,000.00	$150,000.00
15	7/10/2024	N/A	32500033	Altec Industries, Inc.	Fleet Services Agreement for Aerial Equipment Maintenance, Testing and Repair Services	$120,000.00	$120,000.00
16	7/10/2024	N/A	32500037	Standard Site Rentals, Inc	Trade Services Agreement for the rental and cleaning of portable restrooms	$200,000.00	$200,000.00
17	7/10/2024	N/A	32500025	Vida Newspaper	Trade Services Agreement for legal advertising services	$200,000.00	$200,000.00

18	7/10/2024	22500087	N/A	Applied Industrial Technologies, LLC	Blanket Purchase Order for industrial supplies and equipment for Wastewater	$151,500.00	$151,500.00
19	7/12/2024	22500102	N/A	Granite Construction	Blanket Purchase Order for Asphalt	$150,000.00	$150,000.00
20	7/12/2024	N/A	32500034	Dana Safety Supply, Inc.	Fleet Services Agreement for Aerial Equipment Maintenance, Testing and Repair Services	$150,000.00	$150,000.00
21	7/15/2024	22500123	N/A	Ferguson	Blanket Purchase Order for purchase of pvc, valves and plastics for Water Division	$200,000.00	$200,000.00
22	7/15/2024	33600124	N/A	Famcon	Blanket Purchase Order for purchase of infrastructure parts for Water Division	$200,000.00	$200,000.00
23	7/15/2024	22500139	N/A	Motion Industries	Blanket Purchase Order for maintenance, repair and supplies for industrial belts, and bearings for the Wastewater Division	$157,000.00	$157,000.00
24	7/16/2024	N/A	32500075	Eagle Aerial Photography, Inc.	Waterview-GIS Mapping Software for Water	$128,790.00	$128,790.00
25	7/16/2024	22500148	N/A	Hach Company	Blanket Purchase Order for water monitoring supplies	$165,000.00	$165,000.00
26	7/17/2024	N/A	32500086	H&H Auto Parts Wholesales	Blanket Purchase for Dodge OEM Parts Only	$200,000.00	$200,000.00
27	7/17/2024	N/A	32500036	Paradise Chevrolet	Fleet Services Agreement for Aerial Equipment Maintenance, Testing and Repair Services	$200,000.00	$200,000.00
28	7/17/2024	N/A	32400035	Kimball - Midwest	Blanket Purchase for Automobile Repair Parts	$100,000.00	$200,000.00
29	7/17/2024	22500161	N/A	LAFCO	LAFCO apportionment of net costs per government code section 56381(b)(1)	$113,025.00	$113,025.00
30	7/22/2024	22500190	N/A	Ventura County Auto Supply	Blanket Purchase Order for Fleet parts and supplies	$150,000.00	$150,000.00
31	7/22/2024	22500193	N/A	United Rentals	Blanket Purchase Order for rental equipment (generators, pumps) for Public Works	$103,000.00	$103,000.00
32	7/23/2024	22500194	N/A	Sunbelt Rentals	Blanket Purchase Order for rental equipment (traffic signals, turcks, heavy equipment) for Public Works	$152,000.00	$152,000.00
33	7/25/2024	N/A	32500083	L.N. Curtis & Sons	Blanket Purchase Order for various safety supplies and rescue tools and equipment for the Fire Department	$128,763.08	$128,763.08

34	7/26/2024	22500235	N/A	Fleet Services, Inc.	Blanket Purchase Order for medium & heavy duty equipment parts	$200,000.00	$200,000.00
35	8/5/2024	N/A	32500052	Converge Technology Solutions	Cyberserurity software for citywide computers	$164,849.61	$164,849.61
36	8/21/2024	N/A	32500092	Bauer Compressors, Inc.	Blanket Purchase Order for purchase of personal protective equipment, including self-contained breathing apparatus for Fire Department	$200,000.00	$200,000.00
37	8/28/2024	22500413	N/A	MCR Technologies, Inc.	Blanket Purchase Order for ABB process flow meters & supplies for Water	$115,000.00	$115,000.00
38	8/29/2024	N/A	32500156	Emagined Securtiy, Inc.	Master Agreement for Security Operations Center for Cyber security	$160,000.00	$160,000.00
39	10/4/2024	N/A	32500167	Duke's Root Control, Inc.	Foaming root control services for various locations within the City of Oxnard	$145,000.00	$145,000.00
40	10/16/24	N/A	32500165	RailPros Inc.	Engineering services to coordinate with Union Pacific Railroad to secure the Right-of-Entry permit and prepare Oxnard Transit Station's Equivalent Facilitation Request to FTR/FRA	$157,736.00	$157,736.00
41	11/5/2024	N/A	32400299	CB&G Sign Solutions dba Dave's Signs	Second Amendment for onsite public notice sign services for the City's Planning & Environmental Services Division	$20,000.00	$120,000.00
42	11/14/2024	N/A	32500254	AAA Propane Service, Inc.	Propane supply and delivery to various locations within the City	$200,000.00	$200,000.00
43	11/20/2024	N/A	32500219	Custom Embroidery Designs, Inc.	Citywide uniform purchase services	$200,000.00	$200,000.00

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.11

DATE: December 17, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Ground Lease Agreement between the City of Oxnard and Catalyst Family Incorporated.

RECOMMENDATION

That the City Council:

Approve and authorize the Mayor to execute a five-year ground lease between the City of Oxnard and Catalyst Family, Inc, a non-profit California public benefit corporation, at a monthly lease rate of $3,645.83, for a 17,500 square foot area in Colonia Park located at 170 North Juanita Avenue for the purpose of childcare services.

(This item did not originate in Committee.)

BACKGROUND

Catalyst Family Incorporated, (Catalyst Family), formerly known as Continuing Development, is a 501(c)3 nonprofit organization that operates over 160 centers throughout the State of California, serving over 20,000 children. Catalyst Family partners with thirty-four school districts to provide before and after school programs, preschool, camps and family resources. Their centers are licensed by the California Department of Social Services, Community Care Licensing Divisions, the agency charged with health and safety reviews of child care centers.

In 2001, the City of Oxnard entered into a ground lease agreement, allowing Catalyst Family to utilize a portion of Colonia Park to operate its Green Valley Childcare facility located at 170 North Juanita Avenue. The 2001 agreement allowed for the use of 17,500 square feet of outdoor area at Colonia Park in exchange for $1 per year. All utilities, repairs and maintenance costs were the responsibility of Catalyst Family. Catalyst Family has since improved the land by adding modular child care facilities, playground equipment and fixtures.

The 2001 agreement was amended three times to extend the term, with the most recent amendment expiring on February 12, 2017. Catalyst Family has been occupying the property as a holdover tenant on a month to month basis since February 2017.

DISCUSSION

City staff have worked with Catalyst Family to negotiate and prepare a new agreement, which is memorialized in the proposed and attached agreement. Staff and Catalyst Family have agreed to terms for Catalyst's lease and occupancy of approximately 17,500 square feet of real property, which has previously been improved by Catalyst Family. Catalyst Family proposes to continue to use the property in the same manner as their current operation of the Green Valley Childcare center.

The proposed lease agreement has a term of five years commencing on December 17, 2024 and maturing on December 31, 2029. Catalyst Family has agreed to a monthly rent of $3,645.83, which has been determined by our real property consultant at CBRE to be the current market rental rate. The proposed lease agreement allows for the use of 17,500

square feet of outdoor area at Colonia Park. All costs related to permits, utilities, repairs and maintenance of the land and improvements will continue to be the responsibility of Catalyst Family.

The proposed lease agreement does not offer any options to extend beyond the maturity date of December 31 2029.

The entire proposed lease agreement is attached to this report (Attachment 1).

The partnership between Catalyst Families and the City of Oxnard provides a unique opportunity to leverage resources to provide critical services to the families and children of Oxnard, therefore, staff fully supports this recommendation.

ENVIRONMENTAL IMPACT

Entering into the Ground Lease Agreement will not result in a direct or reasonably indirect potential change in the environment. (CEQA Guidelines Section 15060(c)(2).

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The City of Oxnard General Fund will benefit from a monthly rental revenue of $3,645.83 over a five-year term, which will be recorded to lease revenue. The total lease revenue is estimated to be $218,749.80.

For Finance Use Only: General Fund (Org. 1011001 Obj. 43310)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Lease Agreement

GROUND LEASE

This Ground Lease ("Lease") is made and entered into in the County of Ventura, State of California on December 17, 2024 by and between the City of Oxnard, a municipal corporation ("Lessor" or "City"), and Catalyst Family Inc., a nonprofit California public benefit corporation ("Lessee"), as follows:

1. Description of Property
    a. Lessor hereby leases to Lessee the use of 17,500 square feet of outdoor area at Colonia Park as more particularly described in Exhibit A, attached hereto and incorporated herein in full by this reference ("Land").
    b. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Lessee shall have the same rights as, and shall be subject to the same restrictions as, the general public with respect to use of the public park.
2. Improvements
    a. The Lessee has constructed improvements on the Land ("Improvements"). The Improvements are two Lessee-owned modular child care facilities (here in “Modular Units”), playground equipment, and fixtures, as more particularly described on Exhibit B, attached hereto and incorporated herein in full by this reference.
    b. The Lessee shall obtain, at the Lessee's expense, all permits and entitlements required by the City or any other agency in connection with construction of the Improvements and shall continuous comply with the requirements of all permits, entitlements and all applicable local regulations and ordinances plus applicable state and federal laws and regulations.
    c. The Lessee shall maintain the Land and Improvements in compliance with all permits, entitlements and all applicable local regulations and ordinances plus applicable state and federal laws and regulations.
    d. The terms of this Lease will govern the use, and operation of the Improvements and the exercise of the Lessee's and the Lessor's rights with respect thereto. In Lessor’s discretion, upon termination of this Lease by the expiration of the Lease term, or after five years, or by default of Lessee, or for any reason, title to all Improvements will pass in fee simple absolute from the Lessee to the Lessor without compensation to the Lessee or the requirement of any additional action by the Lessor or the Lessee.
    e. The Improvements, and any equipment, machinery and fixtures at any time constructed, placed, or maintained by or on behalf of Lessee on any party of the Land shall be and remain the property of Lessee during the Term, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. Lessor agrees that upon expiration of the Term, or upon earlier termination of this Lease, all moveable equipment, machinery and fixtures, or other personal property (including Modular Units) shall remain the property of Lessee and may be removed by Lessee, at its sole cost and expense, provided that Lessee repairs any damage caused by such removal. Lessor agrees and acknowledges that such equipment, machinery, and fixtures (including the Modular Units) shall remain the personal property of Lessee.
3. Term
    a. The term of this Lease shall be for five years commencing on December 17, 2024, and expiring on December 31, 2029, unless sooner terminated as herein provided.

4. Use

    a. Improvements shall be used for a child care center with at least ninety percent of the children served being certified as eligible for State or federal subsidized programs. Eligibility shall be in accordance with Education Code sections 8235 California Welfare and Institutions Code (W&IC) Section 10213.5(i).

    b. Lessee's hours of operation are 7:00am to 6:00pm weekdays, a schedule shall be provided to Lessor within forty-eight hours if and when hours of operation change. Changes to hours of operation must be approved, in writing, by Lessor. Such requests to changes in hours of operation may not be unreasonably withheld. Lessor shall provide Lessee within twenty-four hours advance notice of any intent of Lessor to use the Land and Improvements.

    c. Notwithstanding any other provision is this Lease, City shall have the right to use the Land and Improvements for public meetings, City business, or recreational purposes organized or carried on by Lessor, at any time during which child care operations are not being carried on by Lessee. Lessor shall provide Lessee with twenty-four hours advance notice of any intent of Lessor to use the Land and Improvements. Lessor shall be responsible for any costs associated with the use, including but not limited to, maintenance, utilities, security, and clean up.

    d. Lessee shall not discriminate against children, persons, or families because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

5. Rent

    a. Lessee agrees to pay to Lessor as "Rent" $3,645.83 per month for the use of the Land payable on or before the first day of each month during the term of the Lease.

    b. The Rent shall not be increased during the term of the Lease.

6. Utilities

    a. Lessee shall construct and maintain, at its sole cost, proper connections with any and all water, gas, wastewater, solid waste, and electric lines.

    b. Lessee shall pay for and furnish the following utilities for the Land and Improvements: water, gas, wastewater, solid waste, electric, heating and air-conditioning suitable for the comfortable use and occupancy of the Land and Improvements. Lessee shall make payments directly to the utility company furnishing the services.

    c. Lessee shall pay for, furnish, and maintain all telephone and alarm services on and serving the Land during the term of this Lease.

7. Possession

    a. Lessee shall have the right to possess the Land during the term of this Lease.

8. Mechanics Lien

    a. Lessee shall maintain the Land and Improvements free from any lien arising out of any work performed on the Land for material and labor furnished to the Land or for any obligation incurred by Lessee.

9. Indemnity

a. Lessee agrees to indemnify, hold harmless and defend Lessor, its City Council and each member thereof, and every officer, employee, representative or agent of Lessor from all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that are caused by the wrongful or negligent acts or omissions of Lessee, its agents, employees, and subcontractors while Lessee is performing under this Lease, or from the use of the Land and Improvements by Lessee, its agents, employees, and subcontractors except in cases of negligence on the part of Lessor, its City Council and each member thereof, and every officer, agent, employee, or subcontractor of Lessor.

b. Lessor agrees to indemnify, hold harmless and defend Lessee, and every officer, employee, representative or agent of Lessee, from all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, and financial loss, including all costs and expenses and fees of litigation or arbitration, that are caused by the wrongful or negligent acts or omissions of Lessor, its City Council and each member thereof, and every officer, agent and employee of Lessor while Lessee is performing under this Lease, or from the Lessor's failure to personally maintain and repair areas not part of the Land and under the control of the Lessor or its officers, employees, agents or subcontractors.

10. Insurance

a. Lessee shall obtain and maintain during the term of this Lease the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirements that Lessee obtain and maintain such insurance coverages.

b. Lessee shall, prior to the use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-N.

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

d. 30-day prior written notice of insurance policy changes shall apply only to General Liability.

11. Maintenance and Repair

a. Throughout the term of the Lease, Lessee will maintain the Land and Improvements in good and clean order and condition, and will promptly make all repairs, renewals and replacements (whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen), necessary or appropriate to maintain the Land and Improvements in at least as good condition as their original condition, reasonable wear and tear excepted. All repairs, replacements and renewals will be reasonably equal in quality to the original Improvements. All such actions will be performed at the sole expense of Lessee, and Lessor will not be required to maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way, or to suffer any expense on account of any such actions. Lessee expressly waives any right to make repairs at the expense of the Lessor which might be provided for in law now or hereafter in effect.

b. Lessor reserves the right to inspect the Land and the Improvements on a semiannual basis to ensure preventive and routine maintenance of the Land and the Improvements are being performed in an acceptable manner.

c. Lessee shall be responsible for any capital improvements on the Land during the term of the Lease.

d. If the Improvements are damaged or destroyed during the term of the Lease, Lessee will, as soon as practicable after the casualty, restore the Improvements to substantially the same condition which existed immediately prior to such damage or destruction. Lessee will not be entitled to any offset or abatement in rent or to any termination or extension of the term of the Lease as a result of deprivation or limitation of use of the Improvements occasioned by any casualty, or by repairs or replacements required by this section; however, failure of Lessee to restore the Improvements shall be an event of default under this Lease, which will entitle Lessor to exercise its remedies for default.

e. Lessee, at the Lessee's option, may continue the occupancy of the Land if the damage or destruction to the Land does not totally impair the Lessee's use of the Land.

f. Insurance proceeds shall be applied by Lessee to the payment of the costs of restoration as such costs are incurred by Lessee. Lessee shall not apply insurance proceeds to any use other than restoration of the Improvements or Land.

12. Taxes and Assessments

a. Lessee shall pay all real property and possessory interest taxes and assessments levied or assessed against the Land and Improvements or Lessee's interest in and occupancy of the Land and Improvements.

13. Assignment Subletting

a. Lessee shall not sublease the Land and Improvements or any part thereof, nor shall Lessee assign any interest in this Lease without first obtaining the written consent of Lessor. Lessor will not unreasonably withhold Lessor's consent, however, no use other than the use described in Section 4. shall be permitted, and Lessor shall not be under any obligation to consent to a sublease or assignment to any entity other than a non-profit entity with financial strength and operational capabilities at least equivalent to those of Lessee. Assignment for purposes of this Lease means, in addition to the assignment of all or any interest in this Lease, any merger, consolidation, reorganization, business combination, or other transaction wherein or whereby twenty-percent or more of the ownership or membership interests in Lessee, or in any parent company of Lessee, pursuant to which control of Lessee will change or be subject to change. As used herein, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Lessee. Lessor's consent to any assignment, subletting, occupation or use by persons other than Lessee shall not be deemed to be a consent to any subsequent assignment, subletting, or grant of permission for use.

b. Lessor and Lessee agree that this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

14. Entry by Lessor

a. Lessee shall permit Lessor, its agents or employees to enter into and upon the Land and Improvements at all reasonable times for the purpose of inspections of any portion of the Property. Lessor agrees that such right of entry shall not be exercised in such a

manner as to unreasonably interfere with any services or activities conducted by the Lessee on the Land and Improvements.

15. Waiver

    a. A waiver by Lessor of any default by Lessee in the performance of any covenant, term or condition of the Lease shall not constitute or be deemed a waiver of any default.

16. Notices

    a. Except as otherwise provided, any communication between Lessor and Lessee and notices provided for herein shall be given in writing by personal delivery or mail:

        i. Lessor: Catalyst Family Inc.
        350 Woodview Avenue, Suite 100
        Morgan Hill CA 95037
        Attn: Contracts Department

        ii. Lessee: City Manager
        300 South D Street
        Fourth Floor
        Oxnard, CA 93030

        iii. Copy: City Attorney
        305 West Third Street, Suite 100E
        Oxnard, CA 93030

17. Holding Over

    a. After expiration of this Lease, holding over by Lessee, with or without consent of Lessor, shall be deemed as a tenancy from month-to-month subject to all the terms and conditions herein provided.

18. Governing Law

    a. Lessor and Lessee agree that the construction and interpretation of this Lease and the rights and duties of the Lessor and Lessee hereunder shall be governed by the laws of the State of California.

19. Frustration of Purpose

    a. At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the Land should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or substantial part of the Land for the purposes as provided in this Lease, Lessor agrees that Lessee may elect, within 120 days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Land and all Improvements. Any such cancellation and surrender shall act to release and discharge Lessee from any further obligation under this Lease, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or ten years have passed as discussed in this Lease.

20. Condemnation

a. In case the whole of the Land or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessee or Lessor may terminate this Lease effective as of the date possession is required to be surrendered to such authority, and Lessee may move the Improvements, at Lessee's sole expense, to another location so long as this Lease has not expired, or five years have passed as discussed in this Lease. Lessee shall not, because of such taking, assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee except as provided below.

b. In the event the amount of the Land or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Land and Improvements to substantially their condition prior to such partial taking and the Lease shall remain in effect. In no event, however, shall Lessee be required to incur expense greater than compensation received by Lessor and in no event shall Lessor be required to expend funds prior to receipt of compensation.

21. Severability

a. Lessor and Lessee agree that the invalidity in whole or in part of any provision of this Lease shall not void or affect the validity of any other provision and the balance of this Lease shall remain in full force and effect.

22. Expenses of Enforcement

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

23. Time of Essence

a. Lessor and Lessee agree that time is of the essence in regard to performance of any of the terms or conditions of this Lease.

24. Default

a. In addition to the breach of any term or condition of this Lease, the occurrence of any of one or more of the following events shall constitute a default hereunder by Lessee:

i. The abandonment of the Land or the Improvements by Lessee. Abandonment is herein defined to include, but is not limited to, any absence by Lessee from the Land or Improvements for thirty (30) days or longer while in default of any provision of this Lease.

ii. The failure by Lessee to make the payment of Rent, as and when due, where such failure shall continue for a period of ten business days after written notice thereof from Lessor to Lessee.

iii. The failure by Lessee to observe or perform any of the express or implied material covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in subsections a. and b. above, where such failure shall continue for a period of ten days after written notice thereof from Lessor to Lessee.

iv. The appointment of a trustee of receiver to take possession of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where possession is not restored to Lessee within 90 days.

v. The attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Land or of Lessee's interest in this Lease, where such attachment, execution or seizure is not discharged within 90 days.

vi. The failure by Lessee to observe or perform any express or implied material covenants or provisions (including payment provisions) of any agreement with any third party for which the Improvements are security, or the breach of which could result in claims by the third party of title to an interest in the Improvements.

25. Remedies

a. In the event of any default by Lessee as defined herein, Lessor may exercise the following remedies:

i. With or without notice or process of law and using such force as is reasonably deemed necessary under the circumstances, and without terminating this Lease or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of Lessor's election to do so as set forth herein, Lessor may re-enter and take possession of the Land and of all property of Lessee, including the Improvements, or any other person which is located therein. Under no circumstances shall Lessor be held liable in damages or otherwise by reason of such proper re-entry or eviction, or by reason of the exercise by Lessor of any other remedy provided in this subparagraph.

ii. Lessor may terminate this Lease by express written notice to Lessee of Lessor's election to do so. Such termination shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination.

iii. Lessor may recover from Lessee, and Lessee shall pay to Lessor upon demand, such reasonable expenses as Lessor may incur in recovering possession of the Land, placing the same in good order and condition and altering or repairing the same for reletting, as well as all other reasonable expenses, leasing or real estate commissions and charges incurred by Lessor in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

iv. Lessor may exercise any remedy or right now or hereafter available to Lessor against a defaulting Lessee under the laws of the State of California and not otherwise specifically reserved herein.

v. Lessor shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Lessee hereunder.

vi. Any legal action by Lessor to enforce any obligation of Lessee or in pursuance of any remedy hereunder shall be deemed timely filed if commenced at any time prior to one year after the expiration of the term hereof or prior to four years after the cause of action accrues, whichever period expires later.

vii. Lessee hereby waives any right of redemption or relief from forfeiture in the event Lessee is evicted or Lessor takes possession of the Land by reason of any default by Lessee hereunder.

26. Amendment

    a. Lessor and Lessee agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any amendments to this Lease shall be effective only when agreed to in writing by both Lessor, which is subject to approval by the City Council of the City of Oxnard (unless otherwise delegated to the City Manager) and Lessee.

27. Termination

    a. Lessor or Lessee may exercise the right to terminate this Agreement for any or no reason by giving the other party written notice no less than six (6) months in advance.

    b. In the event that subsidized funding to Lessee for the operation of its licensed childcare program is reduced, suspended, or terminated, so that Lessee must terminate the operation of the Programs being conducted on the Land, Lessee may terminate this Lease on reasonable notice to Lessor, which notice shall not be less than thirty (30) calendar days.

28. Exhibits

    a. The following exhibits form a part of this Lease and are incorporated herein by this reference.

        i. Description of the Land

        ii. Description of the Improvements

        iii. INS-N Insurance coverages

29. Entire Agreement

    a. Lessor and Lessee agree that this Lease constitutes the entire agreement of Lessor and Lessee regarding the subject matter described herein and supersedes all prior communications, agreements and promises either oral or written.

30. Execution

    a. Lessor and Lessee agree that this Lease may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

    b. LESSOR AND LESSEE FURTHER ACKNOWLEDGE THAT EACH RECEIVED A COPY OF THIS LEASE AT THE TIME OF EXECUTING THE SAME.

IN WITNESS WHEREOF, Lessor and Lessee each hereby represent that each has read this Lease, understands it, and hereby executes this Lease.

LESSOR AND LESSEE FURTHER ACKNOWLEDGE THAT EACH RECEIVED A COPY OF THIS LEASE AT THE TIME OF SIGNING SAME

City of Oxnard

Luis McArthur, Mayor

ATTEST

Lourdes A. López, City Clerk
City Clerk

APPROVED AS TO FORM

Stephen M. Fischer
City Attorney

Catalyst Family Inc.

Susan Dumars
President

EXHIBIT A

Leased area is located at the North West corner of Colonia Park. The area to be leased totals 17,500 square feet of outdoor area. The image below is not drawn to scale and has the intent of depicting the shaded area subject to this lease.

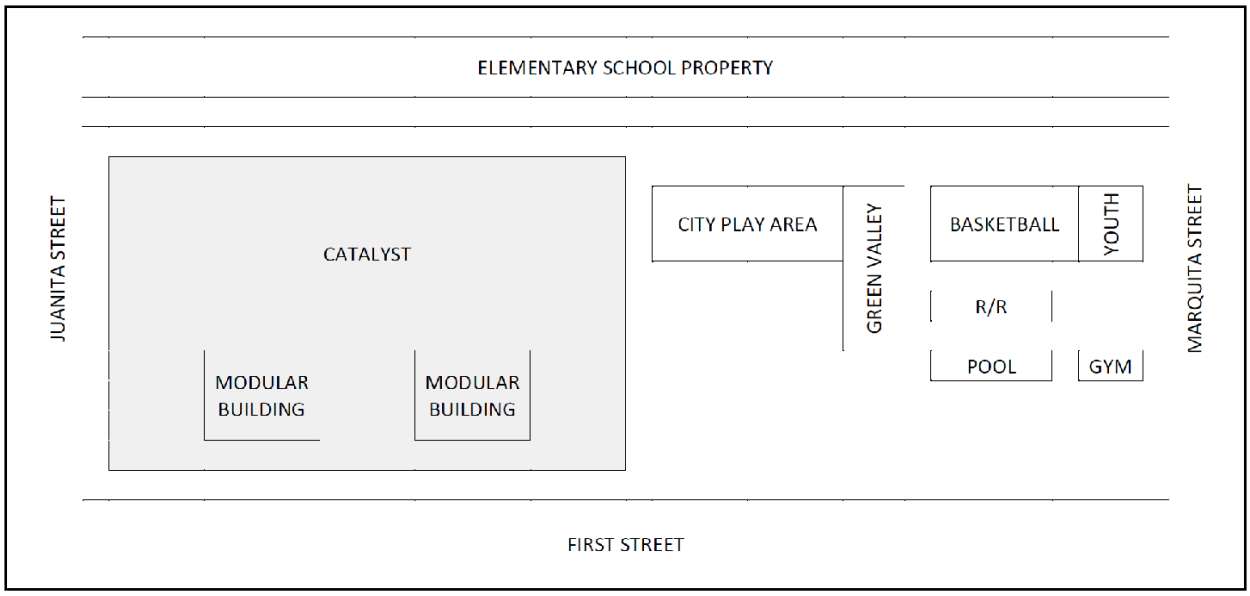


Exhibit B

Improvements

The Tenant Improvements to the Land will include the following: Tenant-owned two (2) prefabricated modular units with raised concrete foundations within in the area identified in Exhibit A hereto. The Tenant has installed landscaping, irrigation and made all necessary utility connections.

The Improvements, prefabricated modular units, the raised foundation, the landscaping/irrigation and utility connections have all been constructed in accordance within all City codes and standards.

EXHIBIT C

INS-N Insurance coverages.

INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

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

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

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-N. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before occupation of the premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 1//85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

1/23

EXHIBIT C (continued)

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-N.doc

EXHIBIT C (continued)

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

EXHIBIT C (continued)

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (___) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: (___) _____ Date Signed _____

Rev. 1/23 INS-N.doc

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.1

DATE: December 17, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Consultant and Professional Services Agreement for Real Estate Services with CBRE. (10 minutes)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute a Consultant and Professional Services Agreement (Agreement No. 325001360) with CBRE for Real Property Services for an initial term of 18 months with three one year options to extend, for an agreement amount not to exceed $675,000

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

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

BACKGROUND

The City of Oxnard has contracted with CBRE for real estate services since December of 2019. CBRE provides full service commercial real estate services, which include real property evaluations, listing, representation and negotiation of properties for potential acquisition or disposition by the City of Oxnard and its other City Authorities, Boards and Commissions. Previously, the City and CBRE entered into Professional Services Agreement No. 9576-22-HO, which was extended three times and will expire in January of 2025. CBRE has provided a myriad of specialized real estate services to the City, including successfully negotiating the acquisition and disposition of several properties on behalf of the City of Oxnard.

DISCUSSION

In anticipation of the expiration of Agreement No. 9576-22-HO, staff issued a Request for Proposals (RFP) for contract real estate services. CBRE was the only respondent to the City's RFP. Staff reviewed and determined that the proposal from CBRE was responsive and cost-effective. Additionally, staff has had a positive experience in its contractual history with CBRE and recommends the City enter into a new agreement with CBRE to continue real estate services with the following terms:

- An 18 month initial term starting January 1, 2025 and maturing on June 30, 2026
- Three consecutive (1) one year options to extend the agreement which would allow a potential term through June 30, 2029
- A total contract amount of $675,000
    - This total contract about is based on the following annual compensations:
        - CBRE shall invoice the City of Oxnard on a monthly basis in the amount of $8,333.33 for the scope of services contemplated in this agreement.

        - Consultant shall invoice subcontractor / third party vendor costs, on a cost as incurred basis for services authorized by the City, which is estimated at $50,000 for each twelve month period
        - This is a City wide agreement that may be utilized by different departments such as Housing and Public Works.
- Scope of services including (See Exhibit A of Attachment 1 for a full scope of work):
    - evaluating, listing, representation and negotiation of properties for potential acquisition or disposition by the City of Oxnard and any affiliate;
    - procuring reports and third-party services needed in consideration of potential real property transactions including, but not limited to, property inspections, appraisals, title reports, development capacity studies, requests for proposals, marketing and advertising, title and escrow services; and
    - preparation of plans and market analysis for various City-owned properties in order to either lease, sell, or otherwise realize capital appreciation.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is sufficient FY2024-25 funding available in the General Fund (101) Housing department's operating budget financial impacts associated with the monthly and potential third party vendors of this agreement. Funding of future fiscal years will be included in the recommended budget of each Fiscal Year.

The Housing Department and Public Works will continue to work with the Finance Department to ensure the availability of funds prior to assignment of each major task under the agreement.

COMMITTEE OUTCOME

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement
2. Presentation

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF OXNARD AND CBRE Inc.

By this Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of CBRE Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [Reserved]
2. **SUMMARY DESCRIPTION OF SERVICES.** Strategic planning, market analysis, real estate consulting services, sale and acquisition of properties, lease services, landlord-based commissions (acquire transactions) and financial advisory services.
3. **PARTIES.**

   City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

   CBRE, Inc., a corporation of the State of California, located at 2761 Park View Court, Oxnard, CA 93036.
4. **TERM OF AGREEMENT:** From (Date): January 15, 2025 To (Date): June 30, 2026
   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (3) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
   C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
   D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.
5. **AGREEMENT AMOUNT NOT TO EXCEED:** $675,000.00 (Six Hundred Seventy-Five Thousand Dollars)
6. **AGREEMENT EXHIBITS**. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

   Exhibit A: Scope of Services & Task Orders

   Exhibit B: Schedule of Compensation

Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A

Exhibit D: Living Wage Policy

7. **DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Alexander Nguyen	Brian Hutcherson
City Manager	Regional Manager
805.385.7449	805.405.6109
alexander.nguyen@oxnard.org	brian.hutcherson@cbre.com

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

   A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

   B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.

   C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

   D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

   A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

   B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who

shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

C. Consultant shall perform certain services pursuant a Task Order issued under this Agreement. Task Orders may only be modified in writing by the City's Designated Representative. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the task order.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

A. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

10.1 Commissions for related transactions

Commissions for related transactions will be based on the information included in Exhibit B. Commissions that result in an amount due to the consultant higher than the remaining value of the contract shall be approved by City Council at the time of the approval of the transaction.

11. **PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: HousingAP@Oxnard.org.

B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

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

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

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. **[INTENTIONALLY OMITTED]**

16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees,

except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:

(1) Has thoroughly reviewed and considered the services and work to be performed; and

(2) Has reviewed the issues regarding the Scope of Services to be provided; and

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of

confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

21. **NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries,

deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of

insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. **LIVING WAGE REQUIREMENTS**. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. **[INTENTIONALLY OMITTED]**

27. **[RESERVED]**

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as “Exhibit A”. Consultant is fully responsible for satisfactory completion of all its subcontractors’ work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant’s Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk’s Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City’s Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City’s Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City’s Designated Representative.

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

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

shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD		**CBRE, Inc.**	
☐Luis Mc Arthur, Mayor[1]	Date	John Frager, Executive Manager Director	Date

ATTEST:

Lourdes A. López, City Clerk	Date

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

(CITY of Oxnard and CBRE, Inc.)

SCOPE OF SERVICES

Consultant shall:

1) Evaluate properties owned or to be purchased by the City of Oxnard; Successor Agency, Oxnard Housing Authority; Oxnard Parking Authority or related entity as identified and directed by City staff
2) Develop strategies for sale and purchase of properties as identified and directed by City staff
3) Provide a value estimate or potential rent of real property
4) Negotiate the purchase and sale of real property as identified and directed by City staff
5) Procure and provide real estate services and reports needed in consideration of a potential real property transaction including but not limited to property inspections, appraisals, title reports, development capacity studies, requests for proposals, marketing and advertising, title and escrow services
6) Procure and provide real estate transaction closings
7) Complete other customary activities and services associated with real estate transactions
8) Consult with City staff and City Council relating to the purchase and sale of real estate
9) Present at public meetings as requested by City staff
10) Prepare and produce marketing materials and advertisements
11) Preparation (or assist in the preparation) of a plan for various City-owned properties in order to either lease, sell, or otherwise realize capital appreciation
12) Prepare or review market analysis of a site or proposed uses
13) Prepare promotional advertising materials (including use of Social Media) for City owned property or City commercial development projects
14) Advise on the highest and best use for sites, specific to local market conditions and other economic factors
15) Identify and screen prospective business partners (including investors, owners and tenants)
16) Coordinate solicitations for real estate development with brokers, tenants, owners and developers

17) Cooperate with the City's representative for the development of City-owned property
18) Provide expertise and consulting as it relates to a wide variety of potential real estate transactions
19) Review and analyze impacts of federal, state and local laws as it pertains to (project specific) real estate development and activity pursued by the City
20) Provide regularly written progress reports and updates on brokerage activity (upon request from the City)
21) Schedule and attend meetings and conferences with prospective third parties, including brokers, tenants, businesses and property owners.
22) Attend and prepare presentations for public meetings (i.e. City Council Meetings)
23) Perform any other work related to real estate brokerage and consulting services as it may occur.

CITY PROJECT MANAGER FOR THIS AGREEMENT:

Alexander Nguyen, 805.385.7449, alexander.nguyen@oxnard.org

Licensing and Professional Certification

Required

Real Estate License issued by the California Department of Real Estate

General Specifications

Safety

All work conducted by the Consultant and its representative shall conform to current applicable California Occupational Safety and Health Administration (CAL-OSHA) laws and regulations. Consultant shall maintain safety certifications and provide City with copies of training records.

Consultant must provide staff that has current confined space and hazardous materials training. Consultant must provide and Personal Protective Equipment (PPE) to staff as needed for working conditions.

Consultant must strive to maintain good public relations at all times. The work must be conducted in a manner, which will cause the least possible interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, foreman or supervisor.

Accident Reporting

Consultant shall immediately notify the City of any accident, regardless of whether or not injury or damage is evident, involving the Consultant's staff, vehicles, or equipment while on the work site. Consultant shall take photo documentation of damage and immediately report to appropriate City contact. Consultant shall document any damage that exists before the onset of work. The Consultant shall take photographs of existing damage and report to appropriate City contact prior to commencing any work. Any damage caused as a result of the Consultant's actions shall be the sole responsibility of the Consultant to repair or pay in full for damages.

Invoicing and Billing

Invoicing for services rendered is required for proper payment. The work must be identified on the invoice.

Subcontracting

Consultant, when required, may employ third party vendors or subcontractors to complete certain services or Task Orders required or issued by the City. Consultant is solely responsible for oversight and payment of subcontracts, pursuant to Section 28 of the Agreement.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT

(CITY of Oxnard and CBRE Inc.)

SCHEDULE OF COMPENSATION

---

1. CBRE shall invoice the City of Oxnard on a monthly basis in the amount of $8,333.33 for a total annual compensation of $100,000 for the regular and monthly scope of services contemplated in this agreement.
2. Consultant shall invoice subcontractor / third party vendor costs, on a cost as incurred basis for services authorized by the City.

SCHEDULE OF COMPENSATION AND COMMISSIONS FOR TRANSACTIONS

Job Classification	Wage Hourly Rate
Account Lead	$ 350.00
Deputy Account Lead	$ 275.00
Marketing Support	$ 175.00
Broker Team	$ 350.00

Commissionable Events:

In the event a transaction is completed on behalf of the City, CBRE will first seek a third-party commission from either a third- party property owner or lessor. If a third-party owner or lessor is unwilling to pay CBRE a commission on a transaction, CBRE will then seek to be compensated a commission from the City only when approved by the City. These fees reflect commission payable to CBRE only. Any outside brokers or buyer representation will be responsible for seeking commissions from their principals, unless the City believes it to be prudent to offer a supplemental outside representation fee at its discretion. Commissions will be charged per transaction as set forth within the tables included within this agreement. Commissions shall be paid through property sale proceeds and not the Agreement fund balance.

Commission Credit and Rebate:

When any transaction is successfully completed and commissions are received, CBRE will credit back 15% of the commission to the City as part of that transaction.

Dispositions for City				
CBRE Commission / Success Fee	Estimated Cooperating Broker Fee*	Total Fees with Cooperating Broker	Purchase Price	Paid By
3.00%	3.00%	6.00%	$0 - $10 M	City
2.50%	2.50%	5.00%	$10 M - $20 M	City
2.00%	2.00%	4.00%	$20 M - $30 M	City
1.50%	1.50%	3.00%	$30 M - $50 M	City
1.00%	1.00%	2.00%	$50 M - $100M	City
0.95%	0.50%	1.45%	$100M or greater	City

*The estimated Cooperating Broker Fees are additional and transaction dependent

Acquisitions for City		
CBRE Commission / Success Fee – On Market*	CBRE Commission / Success Fee – Off Market*	Purchase Price
3.00%	3.50%	$0 - $10 M
2.50%	3.00%	$10 M - $20 M
2.00%	2.50%	$20 M - $30 M
1.50%	1.50%	$30 M - $50 M
1.00%	1.00%	$50 M - $100M
0.95%	0.95%	$100M or greater

*CBRE will seek payment from the Seller on these transactions; however, if the Seller is not represented by a broker, the City will be responsible for the fee.

Leasing Transactions - Lessor				
CBRE Commission	With Cooperating Broker*	Total Fees with Cooperating Broker	Term	Paid By
3.00%	5.00%	8.00%	Years 1-5	City
1.50%	2.50%	4.00%	Years 6-10	City
0.75%	1.25%	2.00%	Years 11+	City

*The estimated Cooperating Broker Fees are additional and transaction dependent

Leasing Transactions - Lessee		
CBRE Commission	Term	Paid By
5.00%	Years 1-5	Landlord
2.50%	Years 6-10	Landlord
1.25%	Years 11+	Landlord

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

(CITY of Oxnard and CBRE Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

ATTACHED CITY'S INSURANCE FORM HERE:

INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 S S
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 S S S
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	S S
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 1/23 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

Name:
Address:

Telephone: (_____)_____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed:

Rev. 1/23 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"), or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

(CITY of Oxnard and CBRE Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS

EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

Consultant and Professional Services Agreement for Real Property Services with CBRE

Emilio Ramirez
Housing Director
City Council
December 17, 2024

CITY OF OXNARD CALIFORNIA

Background

1. The City of Oxnard has contracted with CBRE for real estate services since December of 2019
2. CBRE provides full service commercial real estate services, which include real property evaluations, listing, representation and negotiation of properties for potential acquisition or disposition by the City of Oxnard and its affiliates
3. Previously, the City and CBRE entered into Professional Services Agreement No. 9576-22-HO, which was extended three times and will expire in January of 2025
4. CBRE has provided a myriad of specialized real estate services to the City, including successfully negotiating the acquisition and disposition of several properties on behalf of the City of Oxnard

Prior Performance

Staff has had a positive experience in its contractual history with CBRE and recommends the City enter into a new agreement with CBRE to continue real estate services

Proposed Agreement with CBRE

1. Staff issued a Request for Proposals for contract real estate services
2. CBRE was the only respondent to the City's RFP and staff determined that the proposal from CBRE was responsive and cost-effective
3. An 18 month initial term from January 1, 2025 to June 30, 2026
4. Three consecutive (1) one year options to extend the agreement which would allow a potential term through June 30, 2029

Proposed Agreement with CBRE

1. A total contract amount of $675,000
2. Annual amount of $100,000 for each twelve month period for the services described in the scope of services
3. An additional amount $50,000 for each twelve month period designated for CBRE to contract directly with third party vendors as needed to complete all task orders from the City of Oxnard
4. This is a City wide agreement that may be utilized by different departments such as Housing and Public Works

Scope of Services

Scope of services include

1. Evaluating, listing, representation and negotiation of properties for potential acquisition or disposition by the City of Oxnard and any affiliate;
2. Procuring reports and third-party services needed in consideration of potential real property transactions including, but not limited to, property inspections, appraisals, title reports, development capacity studies, requests for proposals, marketing and advertising, title and escrow services; and
3. Preparation of plans and market analysis for various City-owned properties in order to either lease, sell, or otherwise realize capital appreciation.

Financial Impact

1. There is sufficient FY2024-25 funding available in the General Fund (101) Housing department's operating budget financial impacts associated with the monthly and potential third party vendors of this agreement. Funding of future fiscal years will be included in the recommended budget of each Fiscal Year.

2. The Housing Department and Public Works will continue to work with the Finance Department to ensure the availability of funds prior to assignment of each major task under the agreement.

Recommendation

That the City Council

Approve and authorize the Mayor to execute a Consultant and Professional Services Agreement (Agreement No. 325001360) with CBRE for Real Property Services for an initial term of 18 months with three one year options to extend, for an agreement amount not to exceed $675,000

Thank you

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.2

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500276 with Ayala Engineering, Inc. for Eastern Trunk Sewer Manhole Rehabilitation, Phase 1 (Rebid No. 2), Specification No. PW 22-25R2. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $3,427,200 in Project funds for the Eastern Trunk Sewer Manhole Rehabilitation, Phase 1,(Rebid-2), Specification No. PW 22-25R2;
2. The Mayor to Execute an Agreement with Ayala Engineering, Inc. for $2,856,000 and a Project contingency amount of $285,600 (10%) for a total not to exceed value of $3,141,600 for the Project; and
3. A Project allocation amount of $285,600 (10%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/vWfTNB04v_k

BACKGROUND

The City of Oxnard owns and operates a wastewater system that consists of a 31.7 million gallons per day (MGD) wastewater treatment plant, approximately 400 miles of gravity sewer system and 15 lift stations. The gravity sewer system includes three major trunk lines – the Redwood Trunk, Central Trunk and Eastern Trunk. Manholes on the Eastern Trunk have exhibited high rates of corrosion and deterioration resulting in a number of failures. Eastern Trunk receives inflows from industrial and commercial customers resulting in variable flow rates, turbulence, and release of hydrogen sulfide, which deteriorates the concrete manholes. After a thorough condition assessment was completed it was determined that several repairs are necessary.

The Eastern Trunk Sewer Manhole Replacement Project Phase I Project includes furnishing all necessary labor, materials, equipment, and other incidentals for the rehabilitation of 150 existing manholes, and the replacement of 152 existing cast iron manhole frames and covers.

Capital Improvement Program (CIP) Reference:

Project No. **C2234** – Eastern Trunk Sewer Manhole Rehabilitation, Phase 1 (Rebid No. 2), Specification No. PW 22-25R2 - CIP 2025-2029 - Adopted June 4, 2024 – Page 146.

DISCUSSION

The Project includes varying degrees of rehabilitation including concrete repair, coating, and replacement of manhole frames and covers. The work is tentatively scheduled to begin in early calendar year of 2025 and continue into the early calendar year 2026 (260 working days) absent any delays due to supply chain issues, unforeseen site conditions or weather. Staff will work closely with the neighborhood councils to keep them informed of the schedule and will also work closely with the businesses and residents directly impacted by the work to keep them informed of the project schedule. As designed, sewer service to all customers is anticipated to not be interrupted.

The notice inviting formal bids (NIFB) on the Project was published on September 26, 2024, and all bids were due and opened on October 29, 2024. The City received the following bid:

Ayala Engineering, Inc.: $2,856,000

The sole bidder is Ayala Engineering, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Ayala Engineering, Inc. The bid is within 5% of the engineer's estimate of $3,019,000. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Ayala Engineering, Inc. previously completed the Central Trunk Sewer Manhole Rehabilitation Project. Thus, staff recommends that the City Council award the contract for this Project to Ayala Engineering, Inc.

In addition to the project award amount of $2,856,000, Staff recommends authorizing $571,200 for the project, which includes $285,600 for project contingency (10% of the contract costs) and $285,600 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $3,427,200.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed $3,427,200 which includes the construction agreement, contingency, and project allocation. The Eastern Trunk Sewer Manhole Rehabilitation Project, Phase 1, Project C2234 has a total available project budget balance of approximately $3.77M in the Wastewater Capital Fund (612), funded from the Wastewater Operating Fund (611), to fund this Project.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500276 Ayala Eng PW 22-25R2
2. Presentation

CONSTRUCTION CONTRACT FOR EASTERN TRUNK SEWER MANHOLE REHABILITATION PROJECT, PHASE 1 (REBID 2) SPECIFICATION NO. PW 22-25R2

BY AND BETWEEN THE CITY OF OXNARD AND AYALA ENGINEERING, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this 17th day of December, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and Ayala Engineering, Inc. ("Contractor"), a California corporation. Contractor's license number is 959385. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the Eastern Trunk Sewer Manhole Rehabilitation Project, Phase 1 (Rebid 2) as more fully described in the bid package issued by the City for Specification No. PW 22-25R2 (the "Project"); and

WHEREAS, on September 26, 2024 the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on December 17, 2024, the Oxnard City Council duly accepted Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; the Public Works Department accepted the Contractor's Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Special Provisions;
2. General Provisions;
3. Appendices;
4. Plans;
5. Regulatory Permits from other agencies as may be required by law;
6. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
7. Change Orders issued and approved by the City;
8. Bid Addenda issued by the City;
9. Notice Inviting Bids and Instructions to Bidders;
10. Bid Forms and attachment thereto;
11. Performance Bond;
12. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly

store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor two million, eight hundred and fifty-six thousand dollars ($2,856,000) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of two hundred sixty (260) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;

2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct; and

b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars

($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred fifty dollars ($250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response,

Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.”

20. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and designees shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the

foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY:	City of Oxnard Public Works Dept. 6001 Perkins Rd Oxnard, CA 93033 Attn: Project Manager – PW 22-25R2
TO CONTRACTOR:	Ayala Engineering, Inc. 8482 E Meadowridge St Anaheim, CA 92808 Attn: Ricardo Ayala, C.E.O.

B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date

of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD		**AYALA ENGINEERING, INC.**	
☒ Luis McArthur, Mayor[1] ☐ Purchasing Agent	Date	Ricardo Ayala, C.E.O. [2]	Date
		Ricardo Ayala, C.F.O.	Date

ATTEST:

Lourdes A. López, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen Fischer
City Attorney Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBITS

Exhibit A: **Contractors Bid Proposal.**

Exhibit B: **Form INS-G: Insurance Requirements.**

Exhibit C: **Iran Contracting Act Certification Form completed by Contractor.**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A

CONTRACTOR'S BID PROPOSAL

BID SCHEDULE

BID SHEETS FOR EASTERN TRUNK SEWER MANHOLE REHABILITATION PROJECT, PHASE 1 (REBID 2), SPECIFICATION NO. PW 22-25R2

Bidder's Company Name: Ayala Engineering Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	ITEM TOTAL COST
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	1	$ 110,000.00	$ 110,000.00
2.	Traffic Control	LS	1	$ 145,000.00	$ 145,000.00
3.	Bypass Pumping	LS	1	$ 9,000.00	$ 9,000.00
4.	Cover and Frame Rehabilitation Type 'A' – Replace Frame and Cover for Cone Top Manhole (Traffic Zone Locations)	EA	50	$ 5.500.00	$ 275,000.00
5.	Cover and Frame Rehabilitation Type 'B' – Replace Frame and Cover for Flat Top Manhole (Traffic Zone Locations)	EA	58	$ 5,800.00	$ 336,400.00
6.	Cover and Frame Rehabilitation Type 'C' – Replace Frame and Cover with Composite Frame and Cover (Non-Traffic Zone Locations)	EA	44	$ 5,100.00	$ 224,400.00
7.	Manhole Rehabilitation Type 'A' – Spot Concrete Repair and Lining	EA	24	$ 5.450.00	$ 130,800.00
8.	Manhole Rehabilitation Type 'B' – Minor Concrete Repair and Lining	EA	76	$ 7,900.00	$ 600,400.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	ITEM TOTAL COST
9.	Manhole Rehabilitation Type 'C' – Major Concrete Repair and Lining	EA	50	$12,500.00	$625,000.00
10.	Manhole Rehabilitation Allowance	DLR			$150,000
11.	Dewatering, Trenching/Shoring and Bypass Pumping Allowance	DLR			$250,000
				TOTAL BID PRICE:	$2,856,000.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: $2,856,000.00

TOTAL BID PRICE IN WORDS: Two Million Eight Hundred Fifty-Six Thousand And Zero Cents

Contractor must complete all Work within two hundred sixty (260) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	10-3-24	#03	
#02	10-8-24	#04	

Bidder's Company Name: Ayala Engineering Inc.

Signature: [signature] Title: President

Print: Ricardo Ayala Date: October 29, 2024

Signature: _____ Title: _____

Print: _____ Date: _____

EXHIBIT B
FORM INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$2,000,000 $2,000,000 $2,000,000 $2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(Original signature required)

Telephone: ( ) Date Signed _____

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the City)

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

PRODUCER

Telephone:

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

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

NAMED INSURED

SAMPLE

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

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (_____)

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the City)

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

PRODUCER

Telephone:

NAMED INSURED

SAMPLE

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (_____) _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____

(original signature required)

Telephone: (_____) Date Signed _____

EXHIBIT C

CITY OF OXNARD
EASTERN TRUNK SEWER MANHOLE REHABILITATION PROJECT, PHASE 1 (REBID 2)
SPECIFICATION NO. PW 22-25R2

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Ayala Engineering Inc. Federal ID Number (or n/a): 47-2175433

By (Authorized Signature):

Ricardo Ayala; President
Printed Name & Title of Person Signing: Date Executed

Executed in the County of ORANGE in the State of California

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____ Federal ID Number (or n/a): _____

By (Authorized Signature):

Printed Name & Title of Person Signing: Date Executed

Executed in the County of _____ in the State of _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to:

Ayala Engineering, Inc., 8482 Meadowridge Street, Anaheim, CA 92808 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as EASTERN TRUNK SEWER MANHOLE REHABILITATION PROJECT, PHASE 1 (REBID 2) SPECIFICATION NO. PW 22-25R2.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two Million, Eight Hundred and Fifty-Six Thousand Dollars ($2,856,000), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
Ayala Engineering, Inc.	_____
8482 Meadowridge Street	
Anaheim, CA 92808	_____
By: _____	By: _____
Ricardo Ayala	
Its: C.E.O.	Its: _____
	By: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to:

Ayala Engineering, Inc., 8482 Meadowridge Street, Anaheim, CA 92808 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as EASTERN TRUNK SEWER MANHOLE REHABILITATION PROJECT, PHASE 1 (REBID 2) SPECIFICATION NO. PW 22-25R2.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Two Million, Eight Hundred and Fifty-Six Thousand Dollars ($2,856,000), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"**Principal**"	"**Surety**"
Ayala Engineering, Inc.	_____
8482 E. Meadowridge St	
Anaheim, CA 92808	_____
By: _____	By: _____
Ricardo Ayala	
Its: C.E.O.	Its: _____
	By: _____
	Its _____
(Seal)	*(Seal)*

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Eastern Trunk Sewer Manhole Rehabilitation Project - Phase 1 PW 22-25

City Council
December 17, 2024

Tim Beaman, P.E.
Interim Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $3,427,200 in Project funds for the Eastern Trunk Sewer Manhole Rehabilitation, Phase 1,(Rebid-2), Specification No. PW 22-25R2;
2. The Mayor to Execute an Agreement with Ayala Engineering, Inc. for $2,856,000 and a Project contingency amount of $285,600 (10%) for a total not to exceed value of $3,141,600 for the Project; and
3. A Project allocation amount of $285,600 (10%) for engineering, inspection, survey and project management for the Project.

BACKGROUND

- The City of Oxnard gravity sewer system includes three major trunk lines
  - Redwood Trunk
  - Central Trunk (manhole rehabilitation completed in 2022)
  - Eastern Trunk
- Manholes on the Eastern Trunk have exhibited high rates of corrosion and deterioration resulting in a number of failures.
- Eastern Trunk receives primarily commercial and industrial inflows resulting in flow fluctuations, turbulence, and release of hydrogen sulfide.
- A condition assessment was completed to determine the scope of repairs.
- The Project includes rehabilitation of 150 existing manholes, and the replacement of 152 existing cast iron manhole frames and covers.

DISCUSSION

- The Request for Bid (RFB) PW 22-25
  - Released September 26, 2024
  - Due date October 29, 2024

- RFB PW 22-25 Received one submittal from the following:
  - Ayala Engineering, Inc.
  - The bid is within 5% of the engineer's estimate of $3,019,000

- The bid was reviewed by City Staff with the determination that it was complete and responsive

FINANCIAL IMPACT

- Total cost for this Project shall not exceed $3,427,200 which includes the construction agreement, contingency, and project allocation.
- The Eastern Trunk Sewer Manhole Rehabilitation Project, Phase 1, Project C2234 has a total available project budget balance of approximately $3,774,000 from the Wastewater Capital Fund 612 to fund this Project.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.3

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500284 with California Skateparks for Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,500,000 in Project funds for the Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35;
2. The Mayor to Execute an Agreement with California Skateparks in the amount of $4,090,909 with California Skateparks;
3. A Project allocation amount of $409,091 (~10%) for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

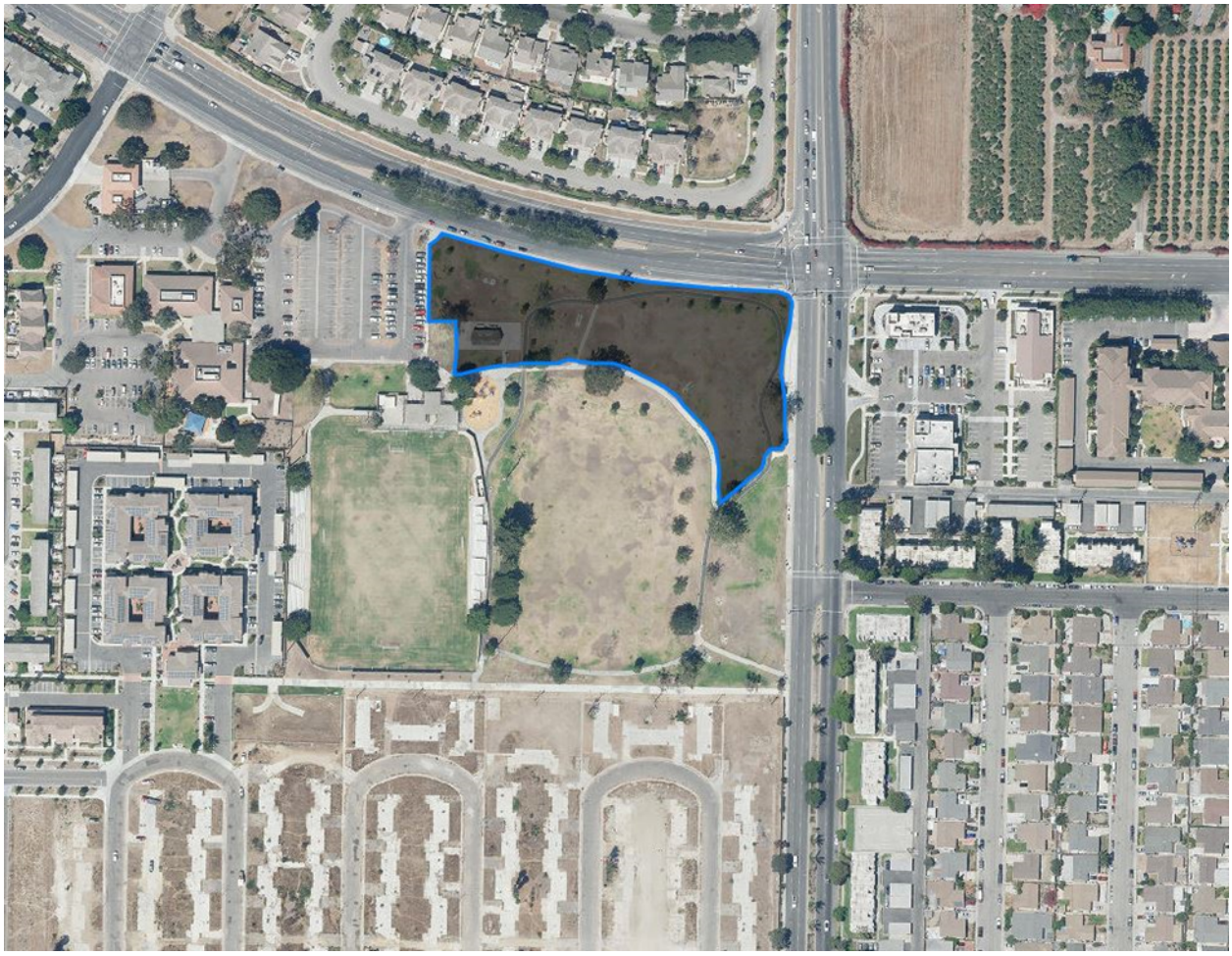
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/V6V5N9oyYsQ

BACKGROUND

The Skatepark in Colonia Project will utilize approximately 2.5 acres of existing park space on the northeast side of Del Sol Park at the corner of North Rose Ave and Camino Del Sol in the La Colonia neighborhood. For this Project, the City desires an Olympic-quality skatepark design that will include areas for all abilities. The design includes street obstacles and a bowl. The project also proposes native and drought-tolerant landscaping and utilizes existing green infrastructure (bio-retention and bio-infiltration areas) that slows, cleans, and infiltrates runoff. The Design includes accessible pathways and skatepark lighting. The Skatepark is anticipated to be roughly 40,000 square feet in area.

Location Map:



Capital Improvement Program (CIP) Reference:

Project No. **C2249** – Skatepark in Colonia Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 89.

DISCUSSION

The work is tentatively scheduled to begin in early calendar year 2025 and continue into early 2027, absent any delays due to supply chain issues, unforeseen site conditions, or weather. Since this contract will utilize the design-build delivery method, the initial phase of work includes the contractor designing the skatepark, with input from the community and other stakeholders via outreach meetings. Construction will start after the design is complete, or substantially complete, and this phase will be controlled by the contractor's schedule. Staff will work closely with the La Colonia Neighborhood Council and the stakeholders directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The Notice of Request for the Pre-Qualification (RFQ) was published on February 1, 2024. Three firms submitted their prequalification packets, these being California Skateparks, Grindline Skateparks, Inc., and Spohn Ranch, Inc.; all three of the firms were prequalified on March 13, 2024. The Request for Proposals (RFP) on the Design-Build Project was published on August 15, 2024, and proposals were due on October 10, 2024. The City received proposals from the following two of the three prequalified firms:

- California Skateparks
- Spohn Ranch

Pursuant to State requirements, the proposals were consistent with the City's RFP which identified the guaranteed contract price of $4,090,909. Because this is a Design-Build procurement, the proposals had to adhere to a Guaranteed Maximum Price (GMP), which is a guarantee that the cost for the project will not exceed the amount established in the

RFP unless there is a change in scope approved by the City, or dramatic unforeseen circumstances are encountered during construction.

Each proposal had three components: a written proposal, a graphic (concept level) proposal, and a presentation of the proposal and graphic elements. The proposals were evaluated based on seven scoring criteria: (1) Proposal Quality, (2) Technical Design and Construction Expertise, (3) Approach, (4) Availability and Schedule, (5) Project Understanding, (6) Life-Cycle Costs Over 15 or More Years, and (7) Guaranteed Maximum Price.

The City utilized a review and scoring panel that included a local professional Skateboarder, along with City employees from the Cultural and Community Services and Public Works departments. City employees who reviewed the proposals are the Cultural Arts Program Manager, Cultural & Recreation Services Manager, Civil Engineer, Senior Project Manager, and Senior Construction Inspector. After thorough review and discussion, the proposal from California Skateparks scored the highest based on the evaluation criteria.

Once the scoring step was completed, procurement staff reviewed all documentation received from California Skateparks and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to California Skateparks.

Staff recommends authorizing $4,500,000 for the project, which in addition to the project award amount of $4,090,909, includes the cost of engineering services and City staff services of $409,091 (10% of the contract cost). Engineering services include the following activities during construction: inspection, project management, and labor compliance. These recommendations bring the total estimated cost of the project to $4,500,000.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The total cost for this Project shall not exceed $4,500,000, which includes the construction agreement and project allocation. The Skatepark in Colonia Project (C2249) has a project budget balance of $4.4M from the America Rescue Plan Act (ARPA) Fund (320). In addition to the ARPA funding, the Skatepark in Colonia Project (C2249) currently has Development Impact Fees identified in the AB1600 annual report to support the development and completion of this project. It is recommended that the Developer Impact Fees, in the amount of $100,000, be added to the project budget to cover the cost of the skatepark construction.

Approval of the recommended action will add $100,000 from the available fund balance in the Development Impact Fee Fund (350, Parks Development Fees sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount. After this added appropriation, a total of $4.5M will be available to complete the design-build project.

For Finance Use Only: Development Impact Fees Fund (Fund 350 Org. 80203301 Obj. 59800), Capital Outlay Fund (Org. 3013301 Obj. 49300 / 53200) Project C2249

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500284 California Skateparks PW 23-35
2. Presentation

DESIGN BUILD CONTRACT FOR SKATEPARK IN COLONIA SPECIFICATION NO. PW 23-35

BY AND BETWEEN THE CITY OF OXNARD AND CALIFORNIA SKATEPARKS

THIS DESIGN BUILD CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CALIFORNIA SKATEPARKS ("Design/Builder"). The City and Design/Builder are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City issued a Request for Qualification on February 1, 2024 to obtain information from design build entities with skatepark design and construction experience and three (3) design build entities responded and the City qualified three (3) design build entities that would be eligible to submit proposal for the Skatepark in Colonia Project; and

WHEREAS, the City subsequently issued a Request for Proposal on August 15, 2024 to obtain proposals from the pre-qualified design build entities and two (2) design build entities responded and the City selected one (1) design build entity that would design and construct the Skatepark in Colonia Project; and

WHEREAS, this project is funded in full with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA); and

WHEREAS, the selected Design/Builder is a duly organized Corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, in light of the facts set forth above and the certifications made by Design/Builder as part of its Proposal, the City desires to retain Design/Builder to perform the replacement, installation and construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contact Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Design/Builder's performance obligations:

1. Contract, subject to the limitations in Sections 12 ("Prevailing Wage") and 26 ("Ambiguities");
2. Design/Builder's Proposal (Exhibit A);
3. Exhibits B, C, D, F and G
4. Change Orders issued and approved by the City;
5. Permits;
6. Guaranteed Maximum Price Proposal
7. Special Conditions

3. DESIGN/BUILDER'S OBLIGATIONS

A. The Services. The Design/Builder agrees to furnish or arrange for the architectural, engineering and construction services set forth herein and required for completion of the Project on a Guaranteed Maximum Price basis. Design/Builder represents that it is thoroughly familiar with and understands the requirements of the Project scope contemplated by the Owner's Facilities Program for the Project. Design/Builder represents to the City that Design/Builder has all the necessary architectural, engineering and construction education, skill, knowledge and experience required for the Project, and will maintain at all times during the term of this Contract such personnel on its staff to provide the services contemplated in the RFP and Proposal within the time periods listed in the RFP.

B. Design/Builder will perform all of the Work required for the Project, as specified in the Contract Documents. Design/Builder must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Design/Builder must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

C. Until the acceptance of the Work, the Design/Builder shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to

any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

D. The Design/Builder shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Design/Builder shall, at the Design/Builder's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

E. The suspension of the Work from any cause whatever shall not relieve the Design/Builder of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Design/Builder shall, at the Design/Builder's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Design/Builder shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Design/Builder shall promptly return the same to the site for the work when requested. The Design/Builder shall not dispose of any of the materials so stored, except with written authorization from the Owner.

F. In an emergency affecting the safety of life or property, including adjoining property, the Design/Builder, without special instructions or authorizations, is authorized to act at the Design/Builder's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

G. Notwithstanding the foregoing provisions of this article, the Design/Builder shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

   1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

A. The Design/Builder or its subcontractor responsible for the design work shall possess a valid (professional engineer or architect license) issued by the California Board of Professional Engineers, Land Surveyors and Geologists and/or California Architects Board

B. The Design/Builder or its subcontractor responsible for the construction work shall possess a valid A, B, and C27 Contractor's license issued by California State Contractors License Board.

C. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

D. In accordance with Section 7028.15 of the Business and Professions Code, all Design Professionals, Contractors and Subcontractors shall be licensed in accordance with the laws of the State of California and any such not so licensed is subject to the penalties imposed by such laws.

E. The Design/Builder will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; GMP PROPOSAL; PAYMENT

A. As full and complete compensation for Design/Builder's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, the City's not to exceed amount is FOUR MILLION NINETY THOUSAND NINE HUNDRED NINE DOLLARS (4,090,909.00) (the "Contract Price") for all of the Design/Builder's direct and indirect costs to perform the Work, in accordance with Design/Builder's Proposal (attached hereto as Exhibit "A") and the Guaranteed Maximum Price (GMP).

B. As set forth in the Project Schedule, the Design Bulder shall prepare and deliver to the City, a Guaranteed Maximum Price ("GMP") Proposal. The Design/Builder shall, at a minimum, include in the GMP proposal:

1. A recital of the specific Construction Documents, including drawings specifications, and all addenda thereto, used in preparation of the GMP Proposal;
2. The Guaranteed Maximum Price Elements: (1) Guaranteed Maximum Cost of Work detailed by each subcontract, trade, etc. (2) Design/Builder's Contingency for the Work; (3) Guaranteed Maximum Design/Builder's Staffing Cost, detailed by expense category; (4) Guaranteed Maximum General Conditions Cost (includes bonds and insurance costs, detailed by expense category; (5) Guaranteed Maximum for Design/Builders Overhead and Profit.
3. A draft schedule of values;
4. A description of all other inclusions to or exclusions from the GMP;
5. All assumptions and clarifications; and
6. The final Construction Schedule.

C. The Design/Builder acknowledges that the Construction Documents may be incomplete at the time the Design/Builder delivers the GMP proposal, and that the Construction Documents may not be completed until after the commencement of the Work. Nevertheless, the GMP proposal shall include all costs for the Work required by the completed Constructions Documents, and if the GMP proposal is accepted by the City, the Design/Builder shall be entitled to no increase in the GMP if the Work required by the completed Construction Documents (i) is required by the Contract for Design/Build Construction, (ii) is reasonably inferable from the incomplete documents, (iii) is consistent with the City's goals and objectives, (iv) is consistent with the City's Design and Construction Standards and the general industry standards for completion of the Work, (v) is not a substantial enlargement to the scope of Work or (vi)

substantially conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.

D. If the GMP proposal is unacceptable to the City, the City shall promptly notify the Design/Builder in writing. Within (14) calendar days of such notification, the City and Design/Builder shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or the GMP.

E. Upon acceptance of the GMP proposal the City shall issue a written Notice to Proceed to the Design Builder establishing the date construction is to commence. The Design/Builder shall not expend any monies for construction prior to the receipt of such Notice to Proceed without the written approval of the City.

F. The City shall make payments within thirty (30) Calendar Days after receipt of the Design/Builder's undisputed and properly submitted payment request, based in part on the Project Schedule. The City shall return to the Design/Builder any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

G. Whenever the Project Work is completed, the Design/Builder shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Design/Builder, less all previous payments. The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Design/Builder. In addition, the final payment will not be released until the Design/Builder returns the control set of Plans and Specifications showing the redlined as-built conditions.

H. City shall pay the Design/Builder for the performance of the Design and Construction Services, the Work and the Reimbursable Expenses permitted under this Contract in amount not to exceed the Contract Price, in section 5.A. There shall be no re-allocation of amounts among the categories in the GMP, without the City's written consent. The Contract Price (Budget) shall be comprehensive in scope in that all costs of the Design/Builder necessary for the proper execution of the Design Services and the Work shall be clearly identified and no other cost shall be allowed, subject to adjustments permitted hereunder. In the event that upon full completion of the Design Services and Construction Work for the Project, the actual cost hereof is less than the Contract Price, the City shall be entitled to the difference.

6. PROJECT SCHEDULE; CONSTRUCTION TIME; NOTICE TO PROCEED; TERM

A. Design/Builder and City have agreed upon a preliminary overall Project schedule covering the planning, design and construction of the Project, which is attached here as Exhibit C. This preliminary schedule shall serve as the framework for the

subsequent development of a final Construction Schedule with the Guaranteed Maximum Price proposal.

B. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of five hundred (500) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Design/Builder until this Contract, including insurance documents, business tax certificate have been executed and/or approved by the City.

C. Notice to Proceed. No Construction related work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Design/Builder by the City. Design/Builder shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Design/Builder in advance of such time shall be considered as being done at the Design/Builder's own risk and responsibility, and as a consequence will be subject to rejection.

D. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Design/Builder has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. ERRORS AND OMISSIONS

The Design/Builder shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Design/Builder necessitated by errors and omissions in the Design/Builder's performance of its services. In addition, the Design Builder shall not be entitled to any compensation or adjustment in the Guaranteed Maximum Price for additional work required as a result thereof, provided, upon the City's written approval, Design/builder may use contingency funds to pay for Work not included in the Construction Documents which add value to the Project (but expressly excluding any demolition or other costs related to the substitution of such Work for previously installed Work and associated design fees). The foregoing shall not relieve Design/builder for liability to the City for any damages, including costs incurred by Owner after termination in whole or in part of the Agreement, resulting from any error or omissions by Design/Builder in the course of its duties under this Agreement.

8. PROJECT REPORTING

The Design/Builder shall provide a monthly report in searchable PDF format summarizing the progress of the Project to the City, including information on the subcontractor's Work, percentage of completion of the Work, current estimating, Project accounting reports as applicable, projected time to completion and estimated cost to complete the Work, progress photographs, logs for Requests for Information, submittals and shop drawings, Change Orders, cost change proposals, field directives, safety meeting, deficiencies, weather conditions and meeting minutes.

9. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Design/Builder or SubDesign/Builder (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Design/Builder may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Design/Builder or SubDesign/Builder (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Design/Builder may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Design/Builder agree to comply with the following process:

1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.

5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

10. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Design/Builder, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Design/Builder of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Design/Builder for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Design/Builder shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Design/Builder will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with SubDesign/Builders, suppliers and others; and
3. Reasonable expenses directly attributable to termination.

D. The Design/Builder shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Design/Builder. If the Design/Builder fails to submit a proposal, the City may determine the amount, if any, due the Design/Builder as a result of the termination. The City will pay the Design/Builder the amount it determines is reasonable. If the Design/Builder disagrees with the amount determined by the City as being reasonable, the Design/Builder shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

E. Design/Builder shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Design/Builder on

terms that are consistent with this Contract and that afford no greater rights of recovery against Design/Builder than are afforded to Design/Builder under this Section.

11. TERMINATION FOR DESIGN/BUILDER'S DEFAULT

A. Default. The City may terminate this Contract for Design/Builder's default as set forth in this Section. The City will consider the Design/Builder in default of this Contract if, prior to the City's acceptance of the Work, the Design/Builder:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Design/Builder, the City, and the Surety shall be transmitted in accordance with Section 27 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Design/Builder and its Surety. The Design/Builder shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Design/Builder fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Design/Builder in default of the Contract and:

1. will terminate the Design/Builder's right to perform under the Contract by issuing a written notice of termination for default to the Design/Builder and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Design/Builder to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

12. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: http://www.dir.ca.gov/DLSR/PWD. Design/Builder and all Subcontractor shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Design/Builder shall be responsible for using the correct and current prevailing wage rates. Design/Builder shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Design/Builder from the responsibility for payment of the correct prevailing wage.

B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 12 and the provisions of Exhibit "A", the terms of this Section 12 shall control and nothing herein shall be considered as an acceptance of the terms of Design/Builder's Submitted Proposal conflicting with the requirements of this Section.

C. Payroll Records. Design/Builder must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Design/Builder and Subcontractor Obligations. Design/Builder and each contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct; and

    b. Design/Builder or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Design/Builder or Subcontractor has ten days in which to comply with the requirements of this section. If Design/Builder or Subcontractor fails to do so within the ten-day period, Design/Builder or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Design/Builder.

D. Apprentices. Design/Builder is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Design/Builder is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Design/Builder has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Design/Builder further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Design/Builder will require the same of all its Subcontractor.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Design/Builder and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Design/Builder.

2. The Design/Builder or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective Design/Builder or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight

(8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Design/Builder must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Design/Builder does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Design/Builder and its Subcontractor must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Design/Builder represents that it is aware of the registration requirement and is currently registered with the DIR. Design/Builder shall maintain a current registration for the duration of the Project. Design/Builder shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractorare registered at the time this Contract is entered into and maintain registration for the duration of the Project.

13. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of ONE THOUSAND DOLLARS ($1,000.00) per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

14. COMPLIANCE WITH LAWS

Design/Builder shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Design/Builder, its employees, officers, board members, agents, independent Design/Builders, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Design/Builder at its sole expense and prior to commencing any Work hereunder.

15. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Design/Builder certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

16. INSURANCE

Design/Builder shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following

the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in Exhibit B to this Contract.

17. FEDERAL GRANT CONTRACT PROVISIONS Design/Builder acknowledges that the Project is being funded in part with with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA), and further acknowledges and agrees to the provisions in the federal grant contract addendum attached to this Contract as **Exhibit "I**" and is incorporated by reference as if fully set forth herein.

a. **ACCESS TO RECORDS**. (1) The Design/Builder agrees to provide the City of Oxnard, FEMA administrator, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Design/Builder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Design/Builder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Design/Builder agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Design/Builder acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Adminstrator or the Comptroller General of the United States.

b. **SEAL, LOGO AND FLAGS**. The Design/Builder shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Design/Builder will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

d. **NO OBLIGATION BY FEDERAL GOVERNMENT**. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Design/Builder, or any other party pertaining to any matter resulting from the Contract.

e. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. Design/Builder must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Design/Builder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Design/Builder's actions pertaining to this Contract.

18. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

19. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Design/Builder shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Design/Builder, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Design/Builder hereunder, or arising or alleged to arise from Design/Builder's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Design/Builder will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Design/Builder will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Design/Builder's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Design/Builder agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Design/Builder for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Design/Builder hereunder, Design/Builder shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Design/Builder's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a

consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

B. City will timely notify Design/Builder upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Design/Builder's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Design/Builder shall require the same indemnification from all Subcontractors.

C. The provisions of this subsection only apply to a Design Professional within the meaning of California Civil Code section 2782.8, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such Services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that the Design Services to be provided under this Agreement are those of a Design Professional, their duty to indemnify, hold harmless, and defend the City shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or subconsultants in the performance of the Services described in this Agreement. In no event shall the costs of defense charged to the Design Professional exceed the Design Professional's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection shall be construed to require the Design Professional to provide indemnification for Claims caused by the active negligence or willful misconduct of the City, or any other party for whom Design Professional is not legally liable

20. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Design/Builder of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Design/Builder shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Design/Builder to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Design/Builder receives any third-party claim relating to this Project, the Design/Builder shall provide written notice thereof and a copy of the claim to the City Attorney.

21. CONFLICTS OF INTEREST

The Design/Builder shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Design/Builder "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Design/Builder has been retained pursuant to the Contract Documents."

22. REPORTS; BOOKS AND RECORDS; AUDIT

A. Upon request by the Project Manager, Design/Builder shall prepare and submit reports concerning Design/Builder's performance of the Work required by this Contract.

B. Design/Builder shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Design/Builder and its subcontractorshall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Design/Builder hereunder shall be retained by Design/Builder and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

23. NONDISCRIMINATORY EMPLOYMENT

A. The Design/Builder shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Design/Builder shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every SubDesign/Builder who will perform Work on the Project, the Design/Builder shall be responsible for such SubDesign/Builder's compliance with this Section. The Design/Builder shall include in the written contract between itself and each SubDesign/Builder a copy of the provisions in this Section and a requirement that each SubDesign/Builder shall comply with those provisions. The Design/Builder shall be required to take all actions necessary to enforce such contractual provisions and ensure SubDesign/Builder's compliance. The Design/Builder shall diligently take corrective action to halt or rectify any failure to comply.

24. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument first approved by the City and signed by both Parties.

25. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Design/Builder with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

26. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit “A” is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit “A”, the terms of this Contract shall control and nothing set forth in Exhibit “A” shall be deemed to supersede any of the provisions of this Contract.

27. NOTICES

A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Director
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO DESIGN/BUILDER: California Skateparks
273 N. Benson Avenue
Upland, CA 91786

Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

B. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

28. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Design/Builder, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Design/Builder or to its successor(s), or for any breach of any obligation of the terms of this Contract.

29. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

30. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (1) the expiration of the one-year guarantee period; or (2) on one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

31. CARE OF WORK

Design/Builder must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Design/Builder or the payment of money by the City shall not relieve Design/Builder from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

32. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

33. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Design/Builder is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Design/Builder for the Project, and City will retain all rights to such works, including the right to possession.

34. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Design/Builder without the concurrence of the surety and express written consent of the City.

35. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

36. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

37. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

38. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

39. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related

to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

40. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Design/Builder, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

41. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

42. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

43. INDEPENDENT CONTRACTOR STATUS

Design/Builder is an independent Contractor. All persons working for or under the direction of the Design/Builder are the Design/Builder's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

_____ _____
☐_____, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

_____ _____
Stephen Fischer Date
City Attorney

CALIFORNIA SKATEPARKS

_____ _____
Joe Ciaglia Jr., President [2] Date

_____ _____
Stephani Ciaglia, Date
Board Secretary

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000. The Purchasing Agent may execute any authorized agreement up to $200,000.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBITS

Exhibit A: **Design/Builder's Proposal.**

Exhibit B: **Project Description, Project Budget, and Project Documents and Guidelines**

Exhibit C: **Project Schedule**

Exhibit D: **Schedule of Services**

Exhibit E: **Requirements for Submittals to City**

Exhibit F: **Project Specific Requirements**

Exhibit G: **Schedule of Payments**

Exhibit H: **Form INS- G: Insurance Requirements.**

Exhibit I: **Federal Grant Funded Addendum**

Exhibit J: **Byrd Anti-Lobbying Certification**

Exhibit K: **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions**

Exhibit L: **S/M/WBE and LSA Firm Outreach Plan**

Exhibit M: **Payment Bond (Labor and Materials)**

Exhibit N: **Performance Bond**

EXHIBIT A

DESIGN BUILDER'S PROPOSAL

CITY OF OXNARD CALIFORNIA x CALIFORNIA skateparks

Professional Skatepark Design-Build Services

La Colonia Skatepark Project // Oxnard, California

Badalona Skatepark

Transmittal Cover Letter

CALIFORNIA skateparks

October 10, 2024

Oxnard City Hall
300 West Third Street, Fourth Floor
Oxnard, California, 93030
Attention: City Clerk

Re: **Request For Proposal**
Design and Construction of a Skatepark at Del Sol Park
La Colonia Skatepark | Public Works Specification No. 23—35

On behalf of our entire team, California Skateparks is thrilled to join with our key partners, Encompass Consultant Group (ECG), Earth Systems, Lucci & Associates, and Musco Sports Lighting, to deliver a World Class Skatepark to the City of Oxnard. We are your 100% local team, with passion and pride driving our efforts to meet and exceed the City's expectations.

California Skateparks has been designing and building award-winning municipal skateparks since 1998. Our extensive and diverse portfolio of skatepark projects has helped us develop many of the world's most iconic skateparks with unparalleled construction design and detailing focused on safety, affordability, durability, and environmental sensitivity. Based on our understanding of the project, we believe the success of the La Colonia Skatepark will depend on attention to the following considerations:

Community Based Design

Although the primary stakeholders for the skatepark are the future park users, our community-outreach approach acknowledges that the stakeholders also include adjacent residents, businesses, schools, churches, and various City Departments, including EMS, Police, Parks, and Maintenance. As you will read, our proposed community-input process includes multiple online surveys and broad public-engagement workshops.

Olympic Quality

California Skateparks has significantly contributed to the format for modern-day competitive skateboarding. As the design and build team for most of the national and international skatepark competitions, and as the team that developed the Tokyo 2020 and Paris 2024 Olympic Skatepark Venues, California Skateparks is eager to work with the City of Oxnard to create an Olympic Quality skatepark capable of hosting any caliber competition.

All Access Skatepark

The Hallmark of California Skateparks' design process is our approach to creating compelling skateparks that serve all skaters, including adaptive skaters and wheelchair athletes. While most skaters won't notice the design enhancements, the La Colonia Skatepark will include features accessible to visually-impaired skaters and wheelchair athletes, a concept championed by California Skateparks called All Access Skateparks. The La Colonia Skatepark will not only be more accessible to adaptive athletes, it'll be more fun, inclusive, and safer for everyone.

Transmittal Cover Letter

CALIFORNIA skateparks

Thank you for your consideration of California Skateparks for this critically important project for the City of Oxnard. It is our sincere desire that the information and references contained herein will illustrate the energy, attention to detail, and enthusiasm that we will employ in helping make the La Colonia Skatepark a flourishing asset for the entire community!

Please feel free to email me at (joe@caskateparks.com) or call me on my cell phone, (909) 721-7642, with any questions you may have.

Respectfully Submitted,

Joe Ciaglia
President
California Skateparks

Proposal Acknowledgments

1. *All minimum standards and performance requirements of the RFP have been met by this Proposal.*
2. *This proposal shall remain valid for ninety (90) days from the Proposal date.*
3. *The key personnel identified within the proposal will be committed to perform the required tasks throughout the duration of the contract.*
4. *The only person, persons, company, or parties interested in the Proposal as principals, are named herein; the Proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; it is in all respects fair and in good faith without collusion or fraud.*
5. *California Skateparks is agreeable without exception to the City Standard Contract.*

"The Oxnard Skatepark was designed and built by the California Skateparks Team in 2003. The same team is excited to be working together on the new La Colonia Skatepark over 20 years later!" - Joe Ciaglia

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CALIFORNIA skateparks

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Paris 2024 Street

Design-Build Team Profile

California Skateparks' Team and Resumes

California Skateparks is comprised of some the most experienced individuals throughout the international skatepark industry and action sports community, all of which have dedicated their lives to developing spaces for action sports. Furthermore, California Skateparks has built professional relationships with leading firms and has compiled a team of highly experienced consultants to successfully develop the La Colonia Skatepark project. California Skateparks is confident in its team's ability to deliver a world-class Olympic quality skatepark project.

The following pages outline the California Skateparks design-build team and highlights key team members who are essential in developing this project. Each team member plays a highly specialized role, which has been refined through years of experience, and is prepared to provide their expertise as needed. California Skateparks' design-build team possesses the experience and knowledge needed to successfully complete the La Colonia Skatepark project to international skatepark standards, on budget and within the proposed time frame.

Lead Consultant

CALIFORNIA skateparks

Skatepark Designer and Landscape Architect

Sub-Consultants

EARTH SYSTEMS

Geotechnical Engineer

ECG Encompass Consultant Group

Civil Engineer

LUCCI CONSULTING & ASSOCIATES, INC. ELECTRICAL ENGINEERS

Electrical Engineer

MUSCO Lighting

Lighting Engineer

Design-Build Team Profile

California Skateparks
273 N. Benson Ave.
Upland, California 91786
(800) 227-5283
info@californiaskateparks.com
www.californiaskateparks.com

Zachary Wormhoudt
(Project Manager and Landscape Architect)
849 Almar Avenue, Suite 280
Santa Cruz, California 95060
(831) 334-4022
zach@caskateparks.com

California Skateparks (CSP) is a full-service design/build corporation based in Upland, California specializing in the development of public and private environments for action sports throughout the United States and around the world. Founded by Joe Ciaglia in 1998, California Skateparks has over 25 years of experience creating a diverse range of public and private skateparks, training facilities, competition courses, plazas, skate spots, bowls, and landscape projects. These projects have not only increased opportunities for a variety of action sports, but have contributed to the environmental, social, and economic sustainability of the communities in which they are located.

California Skateparks is a fully licensed, bonded, and insured contractor specializing in all aspects of skatepark development. What sets California Skateparks apart from other skatepark providers is our impeccable attention to aesthetics and details, in parallel with our understanding of skateboarding and the action-sports industry. We have adapted traditional construction standards and practices to skatepark construction, and developed some of our own; thus giving us a real-world understanding of skatepark development and enabling us to meet the expectations of all action sports athletes.

Through experience and selective recruiting, we have formed a disciplined company comprised of an award-winning design team, diligent construction managers, and comprehensive administrators—all of whom will ensure a successful project and a great Client experience. Our staff of over 145 experienced and creative professional employees includes registered landscape architects, general contractors, civil and structural engineers, skatepark designers, graphic designers, professional athletes, construction professionals, event coordinators, business-development managers, sponsorship facilitators, and other practitioners who all possess the skills and experience to successfully complete high-quality projects on time and within budget. Together, we are the world's most experienced and respected skatepark design/build team with more than 400 highly recognized projects and 3.5-million square feet of skatepark construction over the last decade.

Vans Park Series Montreal

Design-Build Team Profile

CALIFORNIA skateparks

California Skateparks

Some of the most notable, world-class facilities that our team at California Skateparks has created includes numerous public concrete skateparks and private projects for Rob Dyrdek, Tony Hawk, Nyjah Huston, Leticia Bufoni, Camp Woodward, Nike, RedBull, and municipalities all over the world. In addition, we currently produce high-profile event courses for World Skate, Street League Skateboarding, Dew Tour, X Games, Vans Park Series, and many others. We take great pride in our work and have gained the reputation for developing skateparks with the highest craftsmanship possible.

While our work speaks for itself, our design and construction processes are the primary reason for our success. Through the utilization of state-of-the-art technology, combined with attention to aesthetics and detail, California Skateparks delivers a focused, cohesive effort from concept to completion. Our professionalized services fully encompass the wide range of needs necessary to build architecture and landscapes for all action sports. Whether we are the general contractor—or a sub to a general contractor—our passion, knowledge, and expertise go hand-in-hand to deliver a superior product to our competitors. California Skateparks follows a construction process and uses sustainable design-build practices that have been proven to be efficient and effective through years of experience developing successful skateparks, large-scale public works, multi-use park facilities, and residential / commercial landscapes.

Equally as important to quality workmanship, is our attention to Client satisfaction and stakeholder collaboration. California Skateparks prides itself on developing and maintaining strong, healthy, and progressive relationships to ensure projects are delivered to the expectations of the stakeholders. From pre-planning workshops to community participation seminars, from detailed design charrettes through to construction, and on to grand openings and maintenance programs, our diverse team is committed to delivering a top-quality experience and producing best-in-class facilities that exceed project objectives. California Skateparks is committed to creating high-quality skateparks for our Clients, the community, and for the future of action sports.

X Games Ventura

Design-Build Team Profile

CALIFORNIA skateparks

Earth Systems
5917 Olivas Park Drive, Suite F
Ventura, California 93003
(805) 642-6727
tmazzei@earthsystems.com
www.earthsystems.com

EARTH SYSTEMS

With over 50 years of experience in California and an office in Ventura, Earth Systems brings detailed knowledge of soil, groundwater, and geologic conditions to the project. They offer a full range of expert services in the fields of geotechnical engineering, engineering geology, geophysical surveys, and materials testing and inspection. Their local staff consists of registered geotechnical engineers, engineering geologists, soil technicians, and special inspectors. Their geotechnical engineering and geology professionals have established an excellent reputation for providing thorough, high quality geotechnical and geology services. Earth Systems maintains a fully accredited materials testing laboratory with the capacity to perform hundreds of tests upon soils, concrete, asphalt, steel, and other building materials.

Earth Systems has provided geotechnical services for many skatepark projects throughout Southern California with components such as concrete slabs, ramps, bowls, retaining walls, stairs, and other concrete skate features as well as associated hardscape, landscape, and site lighting. They maintain a successful working relationship with California Skateparks, having worked together on several skatepark projects in the past, including Westpark Skate Park (Ventura), Watts Skatepark (Los Angeles), and Venice Skatepark. Earth Systems is also familiar with the soil and geologic conditions at Del Sol Park, having previously provided geotechnical engineering services for the community garden and restroom building. For both projects, Earth Systems drilled borings and conducted laboratory testing on the soil samples, provided geotechnical analysis, and recommendations in geotechnical engineering reports.

Venice Skatepark

Design-Build Team Profile

CALIFORNIA skateparks

Encompass Consultant Group (ECG)
333 N. Lantana, Suite 287
Camarillo, California 93010
(805) 322-4443
sal.contreras@ecgcivil.com
www.ecgcivil.com

Encompass Consultant Group, Inc. (ECG) is a local firm established in 2016. A 100% employee-owned company, we are committed to providing quality Civil Engineering, Land Surveying and Land Planning services to both public and private clients throughout Ventura, Santa Barbara, and Los Angeles Counties.

Since 2017, ECG has held on-call service contracts with the City of Oxnard, contributing to numerous successful City projects by providing expert civil engineering and hydrology designs, survey and mapping services, and map plan checks. Our team has consistently delivered high-quality services, including support for the design of multiple parks, with a deep understanding of the City's policies and procedures to ensure projects progress smoothly and efficiently.

Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, California 93012
(805) 389-6520
ken@lucciland.com

Lucci & Associates Incorporated has been a leading Electrical Engineering Design Facility in Ventura County providing innovative design and exceptional electrical engineering consulting services since 1988. They also provide on-call Electrical Engineering Services for City of Port Hueneme, City of Redondo Beach, County of Ventura, Moorpark Community College, and Ventura Community College.

Furthermore, Lucci & Associates has provided Electrical Designs for projects across the United States and in Europe, Asia, Middle East, South America, and New Zealand. They have also been instrumental in the Electrical Design of Theme Parks (Universal Studios, Great American, Cedar Fair, Legoland, and Disneyland), Sound Stages/Studios (Universal Studios, Netflix, Google, ABQ Studios, Manhattan Beach Studios, Culver Studios, Deep South Studios, etc.), and Studio Complex Electrical Designs for over 30 years. They are registered in over 35 states and provide our design/consulting services on a vast variety of projects. Lucci & Associates has won numerous awards from organizations like THEA (Themed Entertainment Association), Architectural Digest, and Lighting Design and Application.

They are registered in over 35 states and provide our design/consulting services on a vast variety of projects. Lucci & Associates has enjoyed long relationships with many of its clients, some for over 30 years. They believe our success is a product of these partnerships, and they continue to be committed to fostering their relationships.

Design-Build Team Profile

CALIFORNIA skateparks

Musco Lighting
3002 Dow Ave. Ste. 504
Tustin, California 92780
(213) 440-5784
nicholas.cobb@musco.com
www.musco.com

Since 1976, Musco Lighting has specialized in the design and manufacture of sports lighting, with innovations in glare reduction and light control responsible to the needs of facility owners, users, neighbors, and the night sky. Musco's Total Light Control – TLC for LED™ technology delivers a level of light control and uniformity that can't be matched, and is the solution of choice for neighborhood Little League® fields, collegiate and professional stadiums and arenas, international airports, rail yards, the Olympic Games, landmarks, and some of the largest ports around the world. Musco has a global team of experts that partner with customers to plan, complete, and maintain a cost-effective, trouble-free lighting solution for their facility.

In preparation for the La Colonia Skatepark project, California Skateparks coordinated with Musco Lighting to perform a preliminary photometric study and illumination summary of the site and initial design (as seen below). Furthermore, the completed preliminary concept design and renderings of the La Colonia Skatepark can be found in the "Graphic Submittal" section of this proposal.

CALIFORNIA skateparks

Joe Ciaglia

President // CEO

Qualifications

Years of Experience: 25 years
Certifications: Contractors State License Board Contractor License #962150

Experience

For over two decades, Joe has pioneered and revolutionized the way skateparks are designed, built, and viewed by the general public. Whether it be from his involvement in hundreds of elite-level projects or reputable public skateparks, Joe has developed experience that is unmatched within the industry.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
54 Street League Courses
X Games Ventura
X Games Southern California
Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans “Off The Wall” Skatepark
Lai Chi Kok Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark
Oxnard Skatepark
Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Thousand Oaks Skatepark
Etnies Skatepark
Stoner Skate Plaza
Venice Beach Skatepark
Camp Woodward
Nyjah Huston Training Facility
Fantasy Factory

CALIFORNIA skateparks

Zach Wormhoudt

Project Manager // Landscape Architect of Record

Qualifications

Years of Experience: 25 years
Education: B.S. Landscape Architecture, California Polytechnic State University
Certifications: Licensed Landscape Architect #4305

Experience

As a Landscape Architect for nearly thirty years, Zach has become known within the industry as one of the most experienced and knowledgeable developers. From his involvement in the world's first public skatepark, to serving as a Project Manager for countless world-class projects, Zach has gained an unparalleled reputation within the industry.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
16 Vans Park Series Courses
X Games Ventura
X Games Southern California
Dew Tour Des Moines
Powder Springs Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Riverside NYC Skatepark
Oxnard Skatepark
Venice Beach Skatepark
Lake Cunningham Skatepark
San Luis Obispo Skatepark
Milpitas Skatepark
Louisville Skatepark
Tuttle Skatepark
Thousand Oaks Skatepark
South San Francisco Skatepark
Woodward Tahoe Skatepark
Tribeca Skatepark

CALIFORNIA skateparks

Miki Vuckovich

Director of Strategic Initiatives

Qualifications

Years of Experience: 20 years
Education: B.A. Writing, University of California San Diego
M.A. Nonprofit Leadership and Management, University of San Diego

Experience

As a leader in the skatepark-advocacy movement over the past 20 years, Miki has worked with cities and community groups across the U.S. to plan, fundraise, and open more than 600 public skateparks. Miki's experience researching and understanding the role of skateparks has helped to tailor each one to meet the needs of the community it serves.

Selected Projects

Paris 2024 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
World Skate Rome 2023
X Games Ventura
X Games Southern California
Dew Tour Des Moines
Powder Springs Skatepark
Aljada Skatepark
Lauridsen Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Lakewood Skatepark
San Luis Obispo Skatepark
Tuttle Skatepark
Linda Vista Skatepark
Dodge Skatepark
La Colonia Skatepark
Stoner Skate Plaza
Pier 62 Hudson River Park
LES Skatepark
Watts Skatepark
Chandler Park Skatepark
Lynch Family Skatepark
Peck Park Skatepark
Prince Park Skatepark
Park De La Cruz Skatepark

CALIFORNIA skateparks

Jaxon Statzell

Landscape / Skatepark Designer // Lead Designer

Qualifications

Years of Experience: 15 years
Education: Bachelors of Arts, Environmental Design
University of Colorado, Boulder

Experience

Growing up in the mountains of Colorado, Jaxon became obsessed with searching out new skate terrain and learning the intricacies of skatepark design. Jaxon's years of experience designing world-class skateparks has given him an unmatched understanding of spatial relationships, proportions, and design innovation.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
36 Street League Courses
X Games Ventura
X Games Southern California

Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Lai Chi Kok Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark

Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Chandler Park Skatepark
La Colonia Skatepark
Tribeca Skatepark
Riverside Skatepark
Erie Community Skatepark
Surprise Farms Skatepark
El Sereno Skatepark
Upcounty Maui Skatepark

CALIFORNIA skateparks

Kord McKinney

Landscape / Skatepark Designer // Lead Draftsman

Qualifications

Years of Experience: 6 years
Education: B.S. Landscape Architecture, Minor in Sustainable Environments, California Polytechnic State University San Luis Obispo

Experience

As California Skateparks' lead Draftsman, Kord is well versed on the many technical programs required to effectively create and portray complex skatepark designs. Additionally, Kord is highly knowledgeable on the spatial relationships, proportions, and design innovations that are required to create successful skatepark projects.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
World Skate Rome 2023
X Games Ventura
Dew Tour Des Moines

Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Kwok Shui Road Skatepark
Chandler Park Skatepark
Lakewood Skatepark
Hermiston Skatepark
Shiga Training Facility

Jacksonville Art Walk Skatepark
Madar Phase II Skatepark
Lake Oswego Skatepark
Tuttle Skatepark
Watts Skatepark
Thousand Oaks Skatepark
Scotty Lapp Skatepark
Hanoi Skatepark
Unicorn House
Woodward Town Centre
South San Francisco Skatepark

CALIFORNIA skateparks

Mario Rodriguez

General Contractor // Construction Superintendent

Qualifications

Years of Experience: 30 years
Certifications: Contractor License #962150
Certified Construction Team: ACI Shotcrete Nozzle-man; Brian Pino #01190829

Experience

As a Licensed Contractor and California Skateparks' lead Construction Manager, Mario has arguably spent more time on skatepark construction sites than anyone else in the industry. From his immense time on the job site, Mario has gain unprecedented experience in construction / crew management, planning, estimating, and scheduling.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
X Games Ventura
X Games Southern California
Dew Tour Des Moines

Merida Skatepark
Powder Springs Skatepark
Aljada Skatepark
Queretaro Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark

Oxnard Skatepark
San Luis Obispo Skatepark
Lake Oswego Skatepark
Watts Skatepark
Alcanfores Skatepark
Stoner Skate Plaza
Milpitas Skatepark
Nipomo Skatepark
Nike Templo Mayor
La Mexicana Skatepark
Park De La Cruz Skatepark

Key Personnel

CALIFORNIA skateparks

EARTH SYSTEMS

Anthony Mazzei

Managing Principal // Senior Vice President
PE #67802 , GE #2823

Experience

As a registered civil and geotechnical engineer with 38 years of experience, Anthony Mazzei ("Tony") is known for his excellent project and team management skills, as well as his knowledge and understanding of both the geotechnical engineering and materials testing/inspections of project construction. With many years of experience in the Oxnard and Ventura region, he is familiar with the soil and groundwater conditions in the region and has developed a reputation for innovative, constructible, and cost-effective solutions for potentially adverse site conditions that could otherwise result in construction delays or increased site development costs.

Selected Projects

- Westpark Skatepark
- Ojai Skatepark
- Nipomo Skatepark
- Watts Skatepark
- Grover Beach Skatepark
- Santa Rosa Skatepark
- Venice Skatepark
- Solvang Skatepark
- Del Sol Park

ECG Encompass Consultant Group

James Fallon

Principal Surveyor
PLS #7807, California

Experience

James Fallon has over 25 years of experience on a wide variety of land surveying and geomatics projects. He has been responsible for the direct management and production of survey tasks in support of public works and private land development projects, both in the field and in the office. Work performed includes topographic mapping, monument preservation, public agency map and document review, geodetic control networks, boundary surveys, easement and legal description preparation, subdivision mapping, lot line adjustments, ALTA land title surveys, condominium plans, right of way acquisition surveys, construction staking, and data acquisition for Geographic Information Systems (GIS).

Selected Projects

- Oxnard Survey & Plan Check
- Oxnard Map Review
- Borchard Park Skatepark
- Campus Park
- Fremont Park
- Del Sol Park

Key Personnel

CALIFORNIA skateparks

Sal Contreras

Principal Engineer
PE #66720, California

Experience

Sal Contreras is a Principal Engineer with over 25 years of civil engineering design experience involving project master planning, public improvement projects, and private land developments. Mr. Contreras is well versed in the management and preparation of feasibility studies, due diligences, master plans, construction plans, specifications, and estimates, and providing construction administration services. He has extensive experience with potable and recycled water infrastructure, water storage tank design, hydrologic and hydraulic studies, grading and drainage design. Mr. Contreras oversees both technical and professional personnel, interfacing with key public works agencies including state and local agencies.

Selected Projects

- Oxnard Survey & Plan Check
- Arroyo Verde Park
- Campus Park
- Oxnard College Park
- Oxnard Sports Park
- Ventura Community Park

Kenneth W. Lucci

Principal // President
California PE 1974 E8340

Experience

Ken Lucci graduated Ohio University in 1971 with a degree in Engineering Physics and a masters in EE. After graduation, Ken was employed by the U.S. Navy at a Research Lab located in Port Hueneme. After 9 years at this facility, Ken began employment with Litton Industries as a senior engineer on a project for the Royal Saudi Air Force. Ken was responsible for the electrical portion of the $645M construction project, and after completion of this project, Ken returned to the US and started Lucci & Associates in Camarillo. Ken was named president of the Association of Consulting Electrical Engineers from 1995-96 and the Association of Energy Engineers have since certified Ken Lucci as a Lighting Efficiency Professional.

Selected Projects

- Del Sol Park Restrooms
- College Estate Park Restroom
- Borchard Park Skatepark
- Malibu Skatepark
- Simi Valley School District
- Oxnard College

PROJECT APPROACH SCOPE OF WORK | ANTICIPATED WORK PLAN

PHASE 1 – DESIGN INITIATION AND ASSESSMENT

1.0 Kick-Off Meeting and Site Visit

To initiate the design process, California Skateparks (CSP) will participate in a project Kick-Off Meeting and Site Visit. The meeting with City Staff and the Design Team will provide a key opportunity to specifically discuss the skatepark design, budget, schedule, issues or concerns, design considerations, etc.

It is anticipated that as part of the Kick-Off Meeting, the California Skateparks Team and City Staff will meet at the project site and do a detailed tour and review of the existing conditions.

Deliverables: Prepare for and participate in one (1) Kick-Off meeting and site visit.

1.1 Preliminary Investigations

Following the Kick-Off Meeting the California Skateparks Team will initiate the Topographic Surveying and Geotechnical Investigations. Both services will be performed based on refined direction gained from the outcome of the Project Kick-Off Meeting.

Deliverables: Project Topographic Survey (dwg & pdf), Project Geotechnical Investigation and Recommendations.

1.2 Project Programing Plan

Based on the outcome of the Kick-Off Meeting and the information derived from the Topographic Survey and Geotechnical Report, California Skateparks will prepare a plan depicting the general location and scale for all of the skatepark improvements. The Project Programming Plan will serve as the basis for the phase 2 design process.

Deliverables: Programing Summary and Skatepark Boundary Draft Layout.

PHASE 2 – COMMUNITY ENGAGEMENT, DESIGN, AND PERMITTING

2.1 Stakeholder Online Design Survey

To initiate the community engagement process, California Skateparks will prepare a Stakeholder Online Design Survey to introduce the project to the public and solicit design input. The survey will solicit input from all project stakeholders, including future park users, park residential neighbors, adjunct businesses, schools, churches, etc. Once the Design Survey has been prepared it will be shared with City Staff for review and comment. The survey will be hosted online, then California Skateparks will provide City Staff with the public input analytics.

Deliverables: One (1) Online Design Survey and resulting analytics.

2.2 Public Engagement Meeting #1

Collaborating with City Staff and the Design Team, California Skateparks will conduct a community meeting with the intent of engaging and introducing the public to the concept design process. The goal of the meeting will be to gather project-specific skatepark design input to reflect the local riding styles and other input from the public. Tentatively, the meeting will consist of the following activities:

- Brief site analysis overview to communicate any physical and policy/planning opportunities and constraints that will influence the design.
- Introduction to skatepark-planning process and the project's specific design options and protocols.
- Focused interactive design and brainstorming session: Interested participants will discuss ideas of features they would like to see included in the skatepark facility.

Deliverables: One (1) Summary of Results Memo.

2.3 Preliminary Concept Plans

Based on direction received from the Stakeholder Online Design Survey, Public Engagement Meeting #1, and City Staff comments; California Skateparks will develop two (2) Preliminary Concepts for the Skatepark and all of the associated park improvements. The Preliminary Concept Plan will illustrate the major Skatepark components and how they relate to each other and the site improvements. The Concept Plan will be a 3D Layout of the Skatepark with all features and terrain of the Skatepark called out. The Plan will be submitted to City Staff for review and comment.

Deliverables: Two (2) Skatepark Concept Plans, One (1) Online meeting.

2.4 Public Engagement Meeting #2

Collaborating with City Staff and the Design Team, California Skateparks will conduct a neighborhood meeting to present the Skatepark Preliminary Concept Plans to the public. During the meeting all aspects of the proposed designs for the skatepark and how it relates to the site will be presented via a Power Point slide show and presentation boards. The public will be encouraged to share any ideas, changes, etc., with the goal of selecting one (1) of the Preliminary Concept Plans for further refinement.

Deliverables: Prepare for one (1) Neighborhood Meeting and Summary of Results Memo.

2.5 Final Concept Plan

Based on comments and direction from City Staff, the Design Team, and input obtained from the second Public Engagement Meeting, California Skateparks will prepare a Final Concept Plan. The Final Skatepark Plan will illustrate the major Skatepark and site improvements and how they relate to each other. The Plan will be submitted to City Staff for review and comment.

Deliverables: Prepare Final Concept Plan.

2.6 Public Hearing Presentations

Coordinating with City Staff, California Skateparks Project Manager will present the Final Concept Plan to the Parks and Recreation Commission, Community Service Commission, City Council and any other governing authorities.

Deliverables: Prepare for and Present the Final Concept Plan to various, Commissions, boards and City Council.

PHASE 3 - CONSTRUCTION DOCUMENTATION AND PERMITTING

3.0 Construction Document Package Contents

California Skateparks will prepare Construction Documents for the Skatepark and all related site improvements for submittal to City Staff at 50% and 70% complete levels.

Horizontal Control Plans

California Skateparks will prepare horizontal control plans, at an appropriate scale for the approved design. The plans will establish all horizontal control for the Skatepark terrain. The plans will also establish construction layout control points and establish a coordinate system for locating the various Skatepark features.

Grading and Drainage Plans

California Skateparks will prepare grading plans, at an appropriate scale, for the construction and drainage of water from the Skatepark. California Skateparks will coordinate with City Staff and the Design Team for all grading work and protocols.

Construction Details

As a companion to the construction plans, California Skateparks will prepare details for all of the construction items illustrated on the construction plans. The details will specify materials and all of the necessary information to construct the various Skatepark design elements.

Technical Specifications

California Skateparks will prepare technical specifications for all of the construction work associated with the project.

Deliverable: Plans and Technical Specifications submitted at 50% and 70% complete levels.

3.1 Permitting

California Skateparks shall manage all submittals to and approvals from local, State and Federal Agencies as required to also include local permitting agencies such as Oxnard Public Works Engineering, Community Development, and Southern California Edison.

Deliverable: Prepare Submittals and Permitting Documentation.

PHASE 4 – CONSTRUCTION

California Skateparks will provide turn-key construction services for the permitted project to include Shop Drawings, Schedules, Weekly On-Site Construction Meetings, monthly construction reports and the following construction general sequencing:

4.1 Off-Site Construction Mobilization
4.2 On-Site Construction Mobilization
4.3 Skatepark and Site Drainage System Install
4.4 Skatepark and Site Structure Retaining Walls
4.5 Skatepark and Site Rough Grading
4.6 Skatepark Interior Walls and Steps
4.7 Skatepark Ornamental Metals (Fabrication & Installation)
4.8 Skatepark Fine Grading
4.9 Skatepark Form Work
4.10 Skatepark Rebar
4.11 Skatepark Shotcrete
4.12 Skatepark Concrete Flatwork
4.13 Skatepark Detailing and Painting
4.14 Skatepark and Site Lighting
4.15 Site Walkways and associated improvements
4.16 Site Landscape, Irrigation and Furnishings
4.17 Demobilization

PROJECT EXCLUSIONS

Below is a list of items that are specifically excluded from the Scope of Work:

- Repairing damaged improvements resulting from vandalism, acts of god / nature
- Removal of hazardous materials, soil or water investigation or remediation
- Relocation of high-pressure gas lines, fiber optic cables, sewer, water mains, etc.
- Water, sewer, gas utility design or modifications
- Acoustical, traffic, or lighting studies
- Park improvements beyond the parking lot, path of travel to the skatepark, and skatepark area
- Development Advisory Committee (DAC) review and response
- Construction documentation beyond 70% completion

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All drawings will be reviewed and stamped by necessary discipline retained by CSP.

Understanding of Project

CALIFORNIA skateparks

Summary of Value-Added Enhancements

California Skateparks is proud to offer several value-added enhancements to ensure the La Colonia Skatepark project surpasses all Client expectations. Not only is California Skateparks confident in the team's ability to exceed all scheduling requirements, key milestones, and the overall time frame of the project through a proven scheduling methodology (which is further outlined in the "Project Schedule" section of this proposal), but is pleased to provide complementary services to the La Colonia Skatepark to further heighten the local and international perceptions of the project. These value-added enhancements are highlighted below and can be further elaborated on during the Design-Build Team Interviews.

"On-Tile" Public Art Program
To help develop a sense of ownership and pride amongst the community for the new skatepark, California Skateparks will lead the community in creating artwork that will be integrated and displayed on the skatepark's bowl and pool tiles.

World Skate Certification
California Skateparks has designed and built the majority of World Skate certified skateparks, and is highly familiar with the certification process. California Skateparks will complete all the required documents and inspections necessary for obtaining World Skate Certification.

Grand Opening Support
Over the years, California Skateparks has developed an extensive network of event specialists who coordinated with local vendors, skate shops, action sports brands, professional athletes, event series, etc. California Skateparks will provide and connect the Client with these specialists who are key in creating unforgettable grand openings.

Controlling Costs

California Skateparks' cost management system is highly disciplined and integrated into the entire design-build process. This ensures that all aspects of the project coincide with one another and are accurate in real time. California Skateparks' cost estimating begins early in the design process and is repeated at each phase of design. To further the accuracy of these cost estimates, California Skateparks utilizes 3D modeling to gather detail material take-offs and on-going construction projects to collect current material costs and labor rates. As the design develops and prices fluctuate, California Skateparks' management team is able to constantly monitor the cost of the project to guarantee that it is always within budget.

Alaïa Chalet

Understanding of Project

CALIFORNIA skateparks

Design Creativity

California Skateparks is always striving to create projects that are innovative, iconic, and memorable. By working closely with professional athletes and analyzing skatepark industry trends, California Skateparks is able to consistently craft modern and intriguing designs. These designs not only implement new and creative design solutions, but create parks that are fun and promote progression for all skill levels and action sports disciplines.

Furthermore, California Skateparks takes inspiration from local cultures to develop features that pay homage to the places in which they are located. Take the San Luis Obispo Skatepark for example. This skatepark pays homage to the city's deep-rooted surfing culture by implementing a large concrete wave into the snake run. Additionally, San Luis Obispo's natural, Spanish, and skate cultures are all portrayed throughout the many features found within the park. Regardless of the project, park concepts will be thoroughly explored and developed through 3D modeling, and be shared with City Officials and stakeholders for review. By exploring this design process, California Skateparks ensures that all of our projects will become memorable, iconic, and cultural facilities for all to enjoy.

Another aspect that sets California Skateparks apart from our competitors is our ability to collaborate with local artists to create iconic, action sports friendly sculptures. Not only do these art sculptures add to the usability of our projects, but allow local artists to get involved in the creation of valuable community assets. Additionally, these art pieces provide a perfect opportunity to promote the local culture of the surrounding environment. One recent example when California Skateparks coordinated with local artists to create a memorable action sports friendly art sculpture is the Lauridsen Skatepark in Iowa. Our design team worked closely with a local sculptor and metal worker to create an iconic "WOW" sign that serves as a central focal point for the project. This massive art installation also serves as a ridable feature and was implemented into the design to improve flow and provide users with essential turnaround points. Even though the Lauridsen Skatepark is fairly new, the "WOW" sign has already become an iconic landmark for the City of Des Moines.

Construction Quality

California Skateparks understands that the La Colonia Skatepark demands a level of quality that is aspirational. In addition to our California Skateparks QA/QC inspections, official inspections, engineer's inspections, and permit inspections, our end product will be judged worldwide by a variety of critical action-sports enthusiasts and spectators. For these reasons, California Skateparks will apply rigorous Quality Assurance and Quality Control measures to ensure the extraordinary attention we give to the design is successfully translated into a high-quality and durable product. The California Skateparks team will review the quality of work on a continual basis. No corners will be cut, when a product is delivered to the site that does not meet the standard, it will be rejected. All specialty construction, including metalwork, formwork cutting, and shotcrete blending, will be performed by our leading experienced professionals. Through these strict measures, California Skateparks guarantees that the La Colonia Skatepark will be swiftly built to the utmost quality and be seen by the local and international communities as a prime example for an Olympic quality skatepark development.

Community Engagement

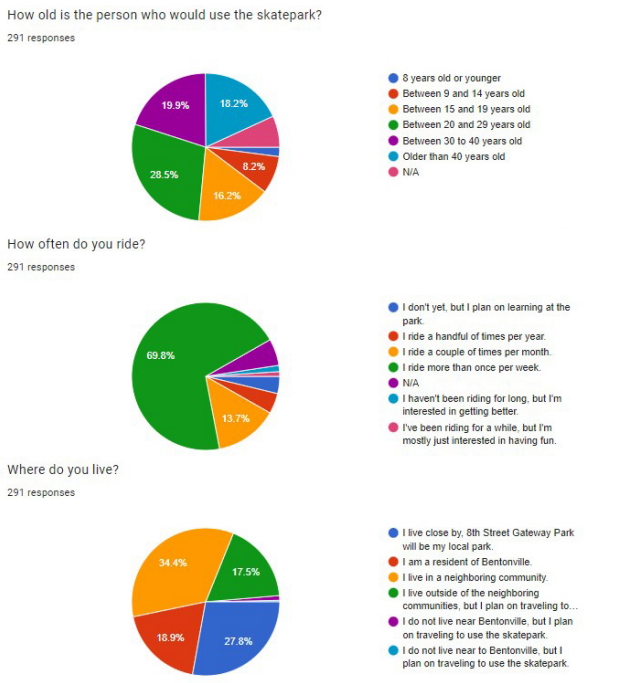
CALIFORNIA skateparks

Community Engagement Approach and Experience

California Skateparks is excited about the opportunity to engage with the community regarding the design of the new La Colonia Skatepark project. The City and stakeholders are the driving force behind this process, and will be included in every aspect of the design phase. California Skateparks fully intends on working closely with the City and action sports athletes to craft a final plan that is responsive to the desires of the community. Online surveys and public meetings are key to this process and will be used to ensure a successful project.

In response to the 2020 COVID-19 Pandemic, California Skateparks developed and utilized online surveys to virtually gather a wide variety of relevant data and demographics from the community in order to help lay a foundation for design. With the success of these surveys and the key analytics gathered from them, our design team has continued to use these online surveys to efficiently gain valuable base information and receive feedback on preliminary designs. Furthermore, the information gathered can be compiled into an info-graphic report so that the data can be easily viewed, understood, and analyzed.

In addition to the use of online surveys, California Skateparks still understands the value that in-person public meetings have on a project. In-person public meetings provide great opportunities for the community to give their personal input and share their thoughts and concerns about the project. By partaking in interactive design stations, open Q & A's with the design team, one-on-one conversations with the skatepark designers, or preliminary design critiques; the community will have plenty of ways to give feedback to ensure the end product truly reflects the needs of the local community. The combination of both in-person public meetings and online survey ensures a final design that has full community support!



Online Design Survey Results

Public Engagement Meeting

Project Schedule

CALIFORNIA skateparks

Schedules & Timelines

Prior to the start of the project, California Skateparks will develop a detailed master schedule to define all design-build tasks; their duration and competition dates; document submittal dates; and allowances for Client review periods. Regularly occurring meetings with the California Skateparks team and the Client will also be scheduled in conjunction with relative tasks and be incorporated into the master schedule. The development of this detailed master schedule not only ensures that California Skateparks and the Client fully understand the projects' scope and task durations, but is core to California Skateparks' method of keeping the project on schedule. Below, California Skateparks has developed a simplified Project Milestone Schedule that highlights major project activities / tasks, key deliverable dates, and task durations that California Skateparks is confident will reduce the City's stated project time frame of 24 months by 4 months.

Project Milestone Schedule

Activity / Task Name	Completion Date (Duration)
Contract Notice to Proceed	February 2025
Design Initiation and Assessment (Kick-Off Meeting and Site Visit, Preliminary Investigations, and Project Programing)	March 2025 (30 Days)
Stakeholder Online Design Survey and Public Engagement Meeting #1	May 2025 (60 Days)
Preliminary Concept Plans and Public Engagement Meeting #2	July 2025 (60 Days)
Final Concept Plan and Public Hearing Presentations	September 2025 (60 Days)
Construction Documentation (50% Complete Levels)	October 2025 (30 Days)
Construction Documentation (70% Complete Levels)	November 2025 (30 Days)
Construction Documentation and Permitting (100% Complete Levels)	January 2026 (60 Days)
Construction Phase #1 (Mobilization, Drainage, Walls, Rough Grading, Ornamental Metals, and Fine Grading)	May 2026 (120 Days)
Construction Phase #2 (Formwork, Rebar, Shotcrete, Concrete Flatwork, Detailing, Landscaping, Furnishing, and Demobilization)	October 2026 (150 Days)
Project Substantial Completion, Commissioning, and Occupancy	October 2026 (20 Months Total)

Schedule shown is preliminary only and subject to change due to unforeseen circumstances

Capacity / Warranty / Thank You

Capacity

California Skateparks strategically schedules design-build teams to each project to ensure appropriate time and staff availability is given to meet all project schedule requirements. Additionally, California Skateparks' leadership team constantly manages a handful of incoming and outgoing projects, guaranteeing that every project is given the appropriate resources required to provide first-class service to our Clients.

Warranty

Our confidence in our construction quality is echoed by the enthusiasm of our Clients, and is backed by our comprehensive warranty. California Skateparks guarantees that all work will be free from defect of materials and workmanship for a period of one year from the final acceptance date. Furthermore, California Skateparks agrees to repair and replace, at its own expense, any defective work within a reasonable period of time.

California Skateparks also offers a simple maintenance program to prolong the life of any skatepark project. Outlined in this maintenance program are instructions on how City Staff shall perform routine maintenance and inspections for skatepark projects.

Thank you

From the team at California Skateparks, we would like to thank you for taking the time to read our proposal. California Skateparks is ready to start work on the La Colonia Skatepark Project as soon as possible, and also offer event services to help facilitate a successful grand opening. We look forward to strengthening your action sports community and helping Oxnard celebrate their new skatepark!

Genuine regards,

Joe Ciaglia
President / CEO
California Skateparks

Zachary Wormhoudt
Principle Landscape Architect
California Skateparks

A Gathering Place Skatepark

La Colonia Skatepark at Del Sol Park

CITY OF OXNARD CALIFORNIA

CALIFORNIA skateparks

Overall Site Perspective

Concept

La Colonia Skatepark at Del Sol Park

CITY OF OXNARD CALIFORNIA

Backyard style pool & sculptural quarterpipe.

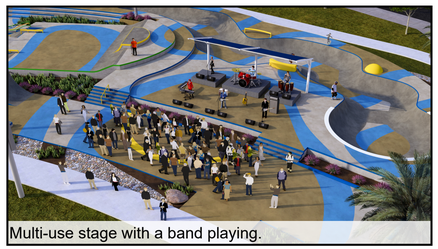
Perspective view of the lower plaza area.

Perspective of the Olympic quality park & street courses.

Aerial site perspective.

Perspective view of the snake run, multi-use stage area & lower plaza.

Backyard style pool.


Multi-use stage with a band playing.

CALIFORNIA skateparks

Perspectives Views

Concept

La Colonia Skatepark at Del Sol Park

CITY OF OXNARD CALIFORNIA

Entry to the Olympic quality park & street courses.

Perspective of the Olympic quality street course in an event configuration.

Perspective of the Olympic quality park course.

Perspective of the Olympic quality park course in an event configuration.

CALIFORNIA skateparks

Perspective Views

Concept

VI. PROPOSAL FORMS

Proposal forms must be completed in their entirety or the selected finalist Design-Build Entity may be deemed non-responsive in City's sole discretion.

PROPOSAL TO:	**City Clerk**
Drop off Address:	**300 W Third St, Fourth Floor, Oxnard, Ca 93030**
PROPOSAL FOR:	**Colonia Skatepark Project**

Submit along with Proposal Written Submittal Requirements outlined in Section "B" of this RFP as a single PDF.

Proposal Checklist:

- ✓ Iran Contracting Act
- ✓ Senate Bill 854
- ✓ Public Contract Code Section 10232 Statement
- ✓ Public Contract Code Section 10162 Questionnaire
- ✓ Workers' Compensation Certification
- ✓ Injury & Illness Prevention Plan & Code Of Safe Practices Affidavit
- ✓ Byrd Anti-Lobbying Certification
- ✓ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction
- ✓ S/M/WBE and LSA Firm Outreach Plan
- ✓ California Air Resources Board (Carb)
- ✓ Design Build Entity Informational Questionnaire
- ✓ Supplemental Information About the General Contractor
- ✓ Supplemental Information About the Designer of Record
- ✓ Addendum:
- ✓ Cost Proposal:
- ✓ Proposal Certification
- ✓ DIR Registration

(A) IRAN CONTRACTING ACT

(TO BE EXECUTED AND SUBMITTED WITH PROPSAL)

Public Contract Code Sections 2202-2208[RH1]

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): California Skateparks

Federal ID Number (or n/a): 27-0118247

By (Authorized Signature):

Joseph M. Ciaglia Jr.; President — 10/9/2024

Printed Name & Title of Person Signing: — Date Executed

Executed in the County of San Bernardino in the State of California

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): N/A

Federal ID Number (or n/a): _____

_____

By (Authorized Signature):

_____ _____

Printed Name & Title of Person Signing: Date Executed

Executed in the County of _____ in the State of _____

(B) SENATE BILL 854

DIR CONTRACTOR REGISTRATION

(http://www.dir.ca.gov/Public-Works/PublicWorks.html)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City will not register a Contractor/subcontractor, nor collect funds for registration.

Subcontractor Eligibility:

Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- $25,000 new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

The City as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR? Yes X No

If yes, what is your registration number? 1000016308

Bidder: California Skateparks Federal I.D. No: 27-0118247

Signature: Title: President

Print: Joseph M. Ciaglia Jr. Date: 10/9/2024

In conformance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in section 10285.1

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided.

(C) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labors Relations Board.

Note: The above Statements are part of the Proposal Documents. Signing the Proposal on the signature portion thereof shall also constitute signature of these Statements. Bidders are cautioned that making a false statement may subject the certifier to criminal prosecution.

(D) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes_____ No X

If the answer is yes, explain the circumstances in the following space:

Note: The bidder must place a checkmark after "Yes" or "No" in one of the blank spaces provided. The above Questionnaire is part of the Bid. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(E) WORKERS' COMPENSATION CERTIFICATION

The Proposer acknowledges that this certification as required by the California Labor Code, Sections 1860 and 1861 states:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

Note: The above Certification form is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(F) INJURY & ILLNESS PREVENTION PLAN & CODE OF SAFE PRACTICES AFFIDAVIT

The Bidder shall complete this form affirming that the Bidder has an injury and illness prevention plan (IIPP) which complies with Cal/OSHA Regulations and code of safe practices (CSP), that all subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP which complies with Cal/OSHA Regulations and a CSP, and that their jobsite employees have been trained on IIPP and CSP.

I, Joseph M. Ciaglia Jr. hereby certify to the City of Oxnard on behalf of the following:

1. The Contractor identified above has an IIPP and a CFP which comply with Cal/OSHA regulations;
2. The employees of the Contractor identified above who will be assigned to the jobsite have been trained on the IIPP and CSP;
3. All subcontractors supplying employees to the jobsite will be required to prove to the Contractor that they have an IIPP and a CSP which comply with Cal/OSHA Regulations and their jobsite employees have been trained on the IIPP and CSP.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed this 9th day of October 2024.
month and year

Bidder's Name (Company): California Skateparks

Signature: _____ Title: President

Print: Joseph M. Ciaglia Jr. Date: 10/9/2024

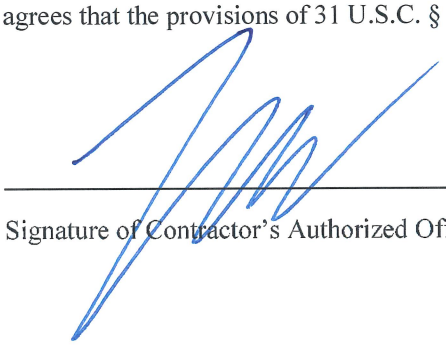
(G) BYRD ANTI-LOBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, California Skateparks, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joseph M. Ciaglia Jr./ President

Name and Title of Contractor's Authorized Official

(H) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Joseph M. Ciaglia Jr.

Name (Typed)

President; California Skateparks

Title and Organization Name (Typed)

Signature

10/9/2024

Date

(I) S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: PW 23-35

Consultant: California Skateparks

Submittal #: N/A

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract
Grading and Earthwork	N	Yes, Excavation work	$320,000	8%
Electrical	N	Yes, Install Electrical lines for sports lighting	$275,000	7%
Crane Service	N	Yes sports lighting install)	$20,000	.49%
Landscape and Irrigation	N	Yes,Underground Drainage	$120,000	3%

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
Compliance News.com	N/A	Solicitation Ad	9/18/24	No Responses
The Supplier Clearinghouse	N/A	Solicitation Ad	9/18/24	No Responses

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
All Public Outreach		MBE SBE WBE LSA	Trade Journal Focus Journal Twitter Posting LinkedIn Posting	09/18/24	10/5/24	No Response

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

Utilized 2 trade and focus publications to assist with Good Faith Effort outreach and published Trade Journal, Focus Journal, Twitter Posting, LinkedIn Posting.

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

The scope of work considered for S/M/WBE's and LSA participation is scope we have previous experience engaging with disadvantage businesses in the past.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Contractual requirements listed in the RFP were communicated. Our ads explained that the scope of work was not limited to the scope specifically listed in the ad in an effort to encourage additional participation.

Note: **USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.**

(J) CALIFORNIA AIR RESOURCES BOARD (CARB)

IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION

Project Name

Specification No. PW 23-035

This Project is subject to the CARB regulations at Title 13 of the California Code of Regulations sections 2449, 2449.1, and 2449.2, which require a Prime Contractor bidding on a Public Works Project for the City of Oxnard to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor must select Option A or B below, and for Option B, include their current and valid California Air Resources Board Certificate of Reported Compliance Number for their fleets and any rental fleet equipment with their bid submission.

All CARB Certificates must be submitted with the bid or within three (3) Working Days after the bid opening date to the Public Works Department, 305 W. Third Street, East Wing, 3rd Floor, Oxnard, CA 93030 attn: Renee Hatcher. Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission.

Failure to provide Contractor's CARB compliance number shall constitute a material irregularity rendering their bid non-responsive and non-responsible, and shall be rejected by the City. No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work.

For additional information regarding regulation updates, please visit: https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements

By Signing the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations (CCR).

BIDDER TO SELECT ONE OF THE TWO OPTIONS BELOW:

X **OPTION A**: There will be NO USE OF OFF-ROAD DIESEL VEHICLES (subject to Sections 2449, 2449.1, and 2449.2, Title 13, CCR) on this project:

OR

OPTION B: There will be use of Off-Road Diesel Vehicles on this project:

PROVIDE THE FOLLOWING INFORMATION FOR OPTION B:

Bidder's CARB Certificate of Reported Compliance Number:_____

Note: All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors form.

Bidder further acknowledges the following:

1. To be eligible for award of the Contract, Bidder shall provide copies of its CARB certificates within the time limits as specified above.
2. To be eligible for award of the Contract, Bidder shall provide copies of CARB certificates for all subcontractors that are listed in the Designation of Subcontractor form as well as rental fleets within the time limits as specified above.
3. Failure to submit this form or comply with any of the above requirements result in the bid to be found non-responsive, and the bid bond forfeited.
4. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.

Bidder's Name (Company): California Skateparks

Signature: _____ Title: President

Print: Joseph M. Ciaglia Jr. Date: 10/9/2024

(K) DESIGN BUILD ENTITY INFORMATIONAL QUESTIONNAIRE

Entity Name: California Skateparks

Type of Entity (check one):

☒ Corporation ☐ Partnership ☐ Sole Prop. ☐ Joint Venture ☐ Other Association

1.a. Date of entity incorporation, formation or commencement: 05/09/2007

1.b. State of formation or incorporation: California

1.c.	How many people does your organization currently employ:	47

2.a.	If the entity is a **corporation**, please complete the following table; provide information for each officer of the corporation or individual(s) with 10% or more of the corporate stock:		
Position	**Name**	**Years with Co.**	**% Ownership**
President	Joseph M. Ciaglia Jr.	17 yrs	50%
Vice-President			
Secretary	Stephanie Ciaglia	17 yrs	50%
Treasurer			

2.b. If the entity is a **partnership**, please complete the following table; provide information for each partner who owns 10% or more of the firm:

Position	Name	Years with Co.	% Ownership
General Partner	N/A		

2.c. If the entity is a **sole proprietorship**, please provide the name of the company owner:

Name: N/A

2.d. If the entity is a **joint venture**, please complete the following table; provide information for each member of the joint venture:

Name of Firm	Name of Owner, General Partner, or President	% Ownership of Joint Venture
	N/A	

2.e. For each person listed in table 2a, 2b, 2c, or 2d, identify every construction company that the person has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years:

NOTE: For this question, "owner" and "partner" refer to ownership of 10% or more of the business, or 10% or more of its stock, if the business is a corporation.

Name	Company	Position with Company	Dates of Employment
Joseph M. Ciaglia Jr.	CA Ramp Works	RMO	6/6/2012
Joseph M. Ciaglia Jr.	CA Landscape & Design	President	1/15/1999
Stephanie Ciaglia	CA Landscape & Design	Secretary	1/15/1999

3. Has there been any change in ownership of the D-B Entity at any time during the last three (3)

NOTE: A corporation whose shares are publicly traded must only report a change in

☐ Yes ☒ No

If "yes," explain

4. Is the D-B Entity a subsidiary, parent, holding company or affiliate of another design or construction firm?

NOTE: Include information about other firms if one firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☒ Yes ☐ No

Joseph M. Ciaglia Jr.; President; California Landscape and Design
Stephanie Ciaglia; Secretary; California Landscape and Design

5. Are any of the D-B Entity's corporate officers, partners or owners associated with any other design or construction companies?

NOTE: Include name, address, and position information about each other firm in which an owner, partner, or officer of your firm holds a similar position.

☒ Yes ☐ No

California Landscape and Design, 273 N. Benson Ave Upland, CA 91786, Joseph M. Ciaglia Jr. President
California Landscape and Design, 273 N. Benson Ave Upland, CA 91786, Stephanie Ciaglia, Secretary

6. State the Designer of Record's gross revenues for each of the last six years:

2023: 15,422,687.00 **2022:** 8,629,537.00 **2021:** 11,999,184.00

2020: 12,415,076.00 **2019:** 13,885,065.00 **2018:** 10,867,494.00

7. Has the D-B Entity changed its name or license number in the past five (5) years?

☐ Yes ☒ No

If "yes" explain:

8. Has any owner, partner, or (for corporations) officer of the D-B Entity operated a design or construction company under any other name in the last five (5) years?

☐ Yes ☒ No

If "yes" explain:

(L) SUPPLEMENTAL INFORMATION ABOUT THE GENERAL CONTRACTOR

Entity Name: California Skateparks

Contact Person: Joseph M. Ciaglia Jr.

Address: 273 N. Benson Ave., Upland, CA

Phone: 909-949-1601 Fax: 909-981-9368

Email Address: info@caskateparks.com

Type of Entity (check one):

☒ Corporation ☐ Partnership ☐ Sole Prop. ☐ Joint Venture ☐ Other Association

1.a. Date of entity incorporation, formation or commencement: 05-09-2007

1.b. State of formation or incorporation: California

1.c. How many people does your organization currently employ: 47

2.a.	If the entity is a **corporation**, please complete the following table; provide information for each officer of the corporation or individual(s) with 10% or more of the corporate stock:		
Position	**Name**	**Years with Co.**	**% Ownership**
President	Joseph M. Ciaglia Jr.	17	50%

Vice-President			
Secretary	Stephanie Ciaglia	17	50%
Treasurer			

2.b. If the entity is a **partnership**, please complete the following table; provide information for each partner who owns 10% or more of the firm:

Position	Name	Years with Co.	% Ownership
General Partner	N/A		

2.c. If the entity is a **sole proprietorship,** please provide the name of the company owner:

Name: N/A

d. If the entity is a **joint venture**, please complete the following table; provide information for each member of the joint venture:

Name of Firm	Name of Owner, General Partner, or President	% Ownership of Joint Venture
	N/A	

2.e. For each person listed in table 2a, 2b, 2c, or 2d, identify every construction company that the person has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years:

NOTE: For this question, "owner" and "partner" refer to ownership of 10% or more of the business, or 10% or more of its stock, if the business is a corporation.

Name	Company	Position with Company	Dates of Employment
Joseph M. Ciaglia Jr.	CA Ramp Works	RMO	6/6/2012
Joseph M. Ciaglia Jr.	CA Landscape & Design	President	1/15/1999
Stephanie Ciaglia	CA Landscape & Design	Secretary	1/15/1999

3. Has there been any change in ownership of the D-B Entity at any time during the last three (3)

NOTE: A corporation whose shares are publicly traded must only report a change in

X-No

If "yes," explain:

4. Is the General Contractor a subsidiary, parent, holding company or affiliate of another design or construction firm?

NOTE: Include information about other firms if one firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☒ Yes ☐ No

If "yes," explain: Joseph M. Ciaglia Jr.; President - California Landscape and Design
Stephanie Ciaglia; Secretary; California Landscape and Design

5. Are any of the General Contractor's corporate officers, partners or owners associated with any other design or construction companies?

NOTE: Include name, address, and position information about each other firm in which an owner, partner, or officer of your firm holds a similar position.

☒ Yes ☐ No

If "yes," explain:

California Landscape and Design, 273 N. Benson Ave Upland, CA 91786, Joseph M. Ciaglia Jr. President
California Landscape and Design, 273 N. Benson Ave Upland, CA 91786, Stephanie Ciaglia, Secretary

6. To the extent available, state the D-B Entity's gross revenues for each of the last six years:

2023: 15,422,687.00 **2022:** 8,629,537.00 **2021:** 11,999,184.00

2020: 12,415,076.00 **2019:** 13,885,065.00 **2018:** 10,867,494.00

7. List all license numbers, classifications and expiration dates of the California contractor licenses held by the General Contractor. General Contractor must have a Class A General Building Contractor License issued by the State of California:

962150	A - General Engineering	06/30/2025
962150	B - General Building	06/30/2025
962150	C27 - Landscaping	06/30/2025

8. If any of the General Contractor's license(s) are held in the name of a corporation, partnership, or other entity, list below the names of the qualifying individuals(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Joseph M. Ciaglia Jr.	

9. Has the General Contractor changed its name or license number in the past five (5) years?

☐ **Yes** ☒ **No**

If "yes," explain:

10. Has any owner, partner, or (for corporations) officer of the General Contractor operated a design or construction company under any other name in the last five (5) years?

☒ Yes ☐ No

If "yes," explain: _____

Joseph M. Ciaglia is RMO of CA Rampworks and President of California Landscape & Design
Stephanie Ciaglia is Secretary of California Landscape & Design

11. Provide documentation from the General Contractor's surety identifying the following:

Bonding Co./Surety:	United States Fire Insurance Company	**Surety Agent:**	Gregory Hettinger
Agent Address:	8301 E Prentice Ave Suite 410 | Greenwood Village CO 80111	**Telephone #:**	303-705-9887

12. List all other sureties (by name and with full address) that have written payment or performance bonds for the General Contractor during the last five (5) years, including the dates during which each wrote the bonds:

Date	Surety	Address
Since 2016	Great Midwest Insurance Company	800 Gessner Rd. Ste 600 Houston TX 77024

(M) SUPPLEMENTAL INFORMATION ABOUT THE DESIGNER OF RECORD

Entity Name: California Skateparks

Contact Person: Zach Wormhoudt

Address: 2 73 N. Benson Ave., Upland, CA

Phone: 831-426-8424 **Fax:** 909-608-0212

Email Address zach@caskateparks.com

Type of Entity (check one):

☒ Corporation ☐ Partnership ☐ Sole Prop. ☐ Joint Venture ☐ Other Association

1.a. Date of entity incorporation, formation or commencement: 05-09-2007

1.b. State of formation or incorporation: California

1.c. How many people does your organization currently employ: 47

2.a. If the entity is a **corporation**, please complete the following table; provide information for each officer of the corporation or individual(s) with 10% or more of the corporate stock:

Position	Name	Years with Co.	% Ownership
President	Joseph M. Ciaglia Jr.	17 yrs	50%
Vice-President			
Secretary	Stephanie Ciaglia	17yrs	50%
Treasurer			

2.b. If the entity is a **partnership**, please complete the following table; provide information for each partner who owns 10% or more of the firm:

Position	Name	Years with Co.	% Ownership
General Partner	N/A		

2.c. If the entity is a **sole proprietorship,** please provide the name of the company owner:

Name: N/A

2.d. If the entity is a **joint venture**, please complete the following table; provide information for each member of the joint venture:

Name of Firm	Name of Owner, General Partner, or President	% Ownership of Joint Venture
	N/A	

2.e. For each person listed in table 2a, 2b, 2c, or 2d, identify every construction company that the person has been associated with (as owner, general partner, limited partner, or officer) at any time during the last five (5) years:

Name	Company	Position with Company	Dates of Employment
Joseph M. Ciaglia Jr.	CA Ramp Works	RMO	6/6/2012
Joseph M. Ciaglia Jr.	CA Landscape & Design	President	1/15/1999
Stephanie Ciaglia	CA Landscape & Design	Secretary	1/15/1999

3. Has there been any change in ownership of the Designer of Record at any time during the last three years?

NOTE: A corporation whose shares are publicly traded must only report a change in ownership of a controlling block of shares.

☐ Yes ☒ No

If "yes," explain: _____

4. Is the Designer of Record a subsidiary, parent, holding company or affiliate of another design or construction firm?

NOTE: Include information about other firms if one firm owns 50% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☒ Yes ☐ No

Joseph M. Ciaglia Jr.; President; California Landscape and Design
Stephanie Ciaglia; Secretary; California Landscape and Design

If "yes," explain:

5. Are any of the Designer of Record's corporate officers, partners or owners associated with any other design or construction companies?

NOTE: Include name, address, and position information about each other firm in which an owner, partner, or officer of your firm holds a similar position.

☒ Yes ☐ No

Joseph M. Ciaglia is President of California Landscape & Design 273 N. Benson Ave Upland, CA 91786
Stephanie Ciaglia is Secretary of California Landscape & Design 273 N. Benson Ave Upland, CA 91786

6. To the extent available, state the D-B Entity's gross revenues for each of the last six years:

2023: 15,422,687.00 **2022:** 8,629,537.00 **2021:** 11,999,184.00

2020: 12,415,076.00 **2019:** 13,885,065.00 **2018:** 10,867,494.00

7. Has the Designer of Record changed its name or license number in the past five (5) years?

☐ Yes ☒ No

If "yes," explain:

8. Has any owner, partner, or (for corporations) officer of the Designer of Record operated a

[x] Yes [ ] No

If "yes," explain:
Joseph M. Ciaglia is RMO of CA Rampworks and California Landscape & Design
Stephanie Ciaglia is Secretary of California Landscape & Design

9. Provide the following information for the Designer of Record (i.e., the architect(s) whose stamp

Name	License Number	Years Licensed
Zachary Wormhoudt	RLA# 4305	25

10. Provide the following information for all known engineers who will be providing services the

Name	License Number	Years Licensed
N/A		

(N) ADDENDUM:

Receipt of the following Addenda is hereby acknowledged:

Number	Date
#1	08-19-2024
#2	08-19-2024
#3	09-23-2024

CITY OF OXNARD CALIFORNIA

ADDENDUM NO. 1

Design and Construction of a Skatepark at Del Sol Park

August 19, 2024

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addenda on behalf of the company listed below.

Signed: Dated: 8/20/24

Print Name: Joseph M. Ciaglia Jr. Title: President

Company: California Skateparks

Email: info@caskateparks.com

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

2.1 3.4 Proposal Submittal Instructions due date should read October 10, 2024 not September 10, 2024.

NEW: 3.4 PROPOSAL SUBMITTAL INSTRUCTIONS

The City will receive Proposal Submittals at Oxnard City Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on October 10, 2024. Proposals received after the submittal deadline will be returned unopened. The Design-Build Team assumes full responsibility for the timely delivery of its Proposal.

End Addendum 1

ADDENDA NO. 2

Design and Construction of a Skatepark at Del Sol Park

August 19, 2024

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addenda on behalf of the company listed below.

Signed: Dated: 8/20/24

Print Name: Joseph M. Ciaglia Jr. Title: President

Company: California Skateparks

Email: Info@caskateparks.com

ADDENDA NO. 2

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

2.1 3.2 Communications Procedures Revised:

(a) Requests for Clarification. All questions, interpretations, or clarifications, either administrative or technical must be requested in writing and directed to:

Jennifer Yates
City of Oxnard Purchasing Agent
jennifer.yates@oxnard.org

All written questions will be answered in writing and conveyed to all Design-Build Teams. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by **2:00 p.m. (PST) on September 19, 2024**.

(c) Mandatory Presentations

i. One mandatory in person or video conference presentation, upon request, with each Design-Build Team and the Review and Evaluation Committee shall be held so the Committee can review and inquire about each Design-Build Teams conceptual design(s) and overall proposal. This Presentation shall be held during the week of **October 21, 2024**, at The City of Oxnard, the location and/or video conference link to be provided. The Presentation appointments with each Design-Build Team will be scheduled by the City in two-hour blocks.

2.2 4.5 Proposal Presentations will be the week of October 21, 2024.

End Addenda 2

ADDENDA NO. 3

Design and Construction of a Skatepark at Del Sol Park

September 23, 2024

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this addenda on behalf of the company listed below.

Signed: _____ Dated: 9/23/24

Print Name: Joesph M. Ciagila Jr. Title: President

Company: California Skateparks

Email: info@californiaskateparks.com

ADDENDA NO. 3

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

2.1 1.3 Project Schedule Request for Clarification date revised:

Request for clarification due date is extended to **September 26, 2024 by 2:00 p.m.**

Attachments included:

RFI Q&A's
Colonia Skatepark RFP Addenda
Appendix II, III & VI
BIO-1&2
INF 1-4 & 7
Ventura-Technical Guidance Manual

End Addenda 3

(O) COST PROPOSAL:

The undersigned hereby proposes and agrees to furnish all design services, construction labor, materials, equipment, including management and oversight, to perform all work required for the Project in the manner and time described in the undersigned's design proposal and documents. The Cost Proposal, set forth below, includes all costs of the scope of work as requested in the RFP, and required by the provisions of the Design-Build Contract, including the cost of bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the scope of work.

1. COST PROPOSAL BUDGET:

ITEM	DESCRIPTION	BUDGET AMOUNT
PRECONSTRUCTION ITEMS		
1	Project Management	$ 16,000.00
2	Preliminary Investigation	$ 54,000.00
3	Design and Permitting	$ 283,600.00
4	Community Engagement	$ 10,000.00
SUBTOTAL A	PRECONSTRUCTION ITEMS BUDGET [1]	$ 363,600.00
CONSTRUCTION ITEMS		
5	Construct new skatepark	$ 2,138,158.18
6	Construct new infrastructure to create access to skatepark	$ 485,200.00
7	Construct new landscaping throughout the skatepark	$ 232,050.00

~~#~~	~~Construct new public art~~	~~$~~
9	Construct new lighting throughout the skatepark to allow for night skating	$ 500,000.00
SUBTOTAL B	CONSTRUCTION ITEMS BUDGET [2]	$ 3,355,408.18
10	Design and Construction Fee [3] (10 % of SUBTOTAL A and SUBTOTAL B)	$ 371,900.82
TOTAL	COMPLETE SCOPE OF WORK FOR THE GMP (SUBTOTAL A + SUBTOTAL B + Item 10; GMP not to exceed $4,090,909.00)	$ 4,090,909.00

Notes:

[1] (Preconstruction Items Budget) multiplied by (1 plus Design and Construction Fee %) shall not exceed $400,000.00

[2] (Construction Items Budget) multiplied by (1 plus Design and Construction Fee %) shall not exceed $3,690,909.00

[3] DBE shall enter Design and Construction Fee as a percentage. Calculate Budget Amount for Line 10 as (Subtotal A plus Subtotal B) times (Design and Construction Fee %).

Formatted: Strikethrough

(P) PROPOSAL CERTIFICATION

a) GUARANTEED MAXIMUM PRICE (GMP):

The undersigned, having fully examined the RFP issued May 5, 2023, and any and all attachments, appendices, and addenda thereto, and site of the Project, proposes to furnish all design and construction labor, materials, and equipment, and do all work in compliance with the terms and conditions of the RFP, without exception, and the herein proposal, for a GMP of:

Four Million Ninety Thousand Nine Hundred Nine Dollars ($4,090,909.00)

The GMP includes City Owned Contingency, the amount of which is specified in the RFP. Any funds from City Owned Contingency not expended pursuant to written approval by City shall revert to City and shall not accrue for the benefit of the undersigned.

b) TIME FOR COMPLETION:

The undersigned agrees to comply with City's Master Project Schedule as specified in this RFP. The undersigned further agrees that Substantial Completion of work required by the Design-Build Contract resulting from this RFP and the herein Proposal shall be no later than February 12, 2027.

c) CERTIFICATION:

(a) The undersigned has read and understands the RFP.

(b) The undersigned has become familiar with local site conditions under which the work is to be performed and has correlated personal observations with the requirements of the RFP.

(c) The proposal submitted by the undersigned is made in accordance with the RFP and is based upon the materials, systems, and equipment specified therein that will support or exceed the minimum quality, service, utilization, performance, and other levels specified therein, without exception; and the undersigned agrees that City is not responsible for any error or omission in this proposal or in its preparation.

(d) The undersigned will design and construct facilities that are fully functional and meet or exceed all function, program, performance, and other requirements of City as identified in the RFP, and for the GMP specified above.

(e) If City recommends the undersigned be awarded the Design-Build Contract, the undersigned will meet with City to review in detail this proposal and will make any necessary changes or revisions to this proposal, including any and all design submittals and proposed materials, systems and equipment to ensure delivery to City of fully functional facilities which meet or exceed all requirements of City as identified in the RFP without revision to the GMP.

(f) The undersigned acknowledges and warrants that the Design-Build Entity includes, at a minimum, licensed and qualified architects, engineers, other necessary or specified design professionals and consultants, and a general contractor.

(g) The undersigned and each of its subconsultants, contractors, and subcontractors shall at all times during the execution of the work contemplated by the RFP, be qualified to complete the work, and each shall comply with all applicable State of California and City of Oxnard professional and business licensing and registration requirements.

(h) The undersigned will not modify, amend, revoke or withdraw this proposal, without written permission of the City for a period of not less than one-hundred and twenty (120) Calendar Days following the submission due date and time specified in the RFP or until a final Design-Build Contract has been executed, whichever occurs first.

(i) The undersigned, or any member of the Design-Build Entity or Design-Build Team, or any agent or representative thereof, has not collaborated or communicated with, or entered into any understanding agreements, whether written or oral, whether direct or indirect, or otherwise, with any other Design-Build Entity or Design-Build Team, or any agent or representative thereof, in the preparation of this proposal.

(j) The undersigned has reviewed in detail the Design-Build Contract attached to this RFP and takes no exception to its terms and conditions and warrants that nothing contained in the Design-Build Contract would preclude the Design-Build Entity from entering into the Design-Build Contract unless so qualified in writing in the proposal and understands that taking exceptions may result in disqualification of said proposal as non-responsive. Exceptions to the bond forms, insurance requirements and indemnity

provisions included in the Design-Build Contract will not be considered and such exceptions may result in disqualification of the proposal as non-responsive.

(k) This proposal is genuine and is not a sham or made in the interest of, or on behalf of, any person or entity not herein named.

(l) The undersigned, or any member of the Design-Build Entity or Design-Build Team, or any agent or representative thereof, has not engaged in any communication or contact with the City or any City employee, or any City consultants, except as specifically allowed and limited by this RFP.

DESIGN-BUILD ENTITY SIGNATURE (Seal Required):

Signature below shall bind the Design-Build Entity to all representations included in this Proposal and all Attachments and Appendices hereinto.

Signature	Joseph M. Ciaglia Jr.; President Name and Title
California Skateparks Legal Name of Design-Build Entity	10/9/2024 Date

California Skatepark

Customer Account Lookup

Name
California Skatepark

Customer Account
California Skatepark

Type
Contractor

Website
(empty)

Address 1
273 N Benson Avenue

Email
jocelyn@caglobalservices.com

Address_2

City
Upland

State
California (CA)

Zip
91786

Contractor Status
DIR Approved

CSLB
962150

Legal Name
CALIFORNIA SKATEPARKS INC

Business Structure
-- None --

Business Phone
9099491601

Registration Number

President

Joseph M Ciaglia Jr.

PWCR

1000016308

Registration Start Date

2023-07-06

Registration End Date

2025-06-30

Doing Business As (DBA)

Crafts

Carpenter and Related Trades | Cement Mason | Iron Worker | Laborer and Related Classifications | Operating Engineer | Operating Engineer (Heavy and Highway Work)

Legacy Registration Date

2023-07-06

Legacy Registration Expiration

2025-06-30

Related Lists

Historical Registration Dates 1

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Exhibit B

PROJECT DESCRIPTION

The Skatepark in Colonia Project will utilize approximately 2.5 Acres of existing park space on the north east side of Del Sol Park at the corner of North Rose Ave and Camino Del Sol adjacent to one of the City's oldest and underserved neighborhoods, La Colonia. For this project the City desires an Olympic quality skatepark design that will include areas for all abilities, street obstacles, a bowl, native and drought tolerant landscaping, and utilize existing green infrastructure (bio-retention and bio-infiltration areas) that slows, cleans, and infiltrates runoff. The Design includes accessible pathways and skatepark lighting. The Skatepark is 40,000 square feet or greater.

PROJECT BUDGET

The Project Budget includes all costs related to accomplishing the Project. The Project Budget is allocated as follows:

- Pre-Construction/Design Maximum Budget $363,600.00
- Construction Maximum Budget $3,355,408.18
- Design and Construction Fee $371,900.82
- Total Project Budget $4,090,909.00

The design and construction of the Project shall be completed within a Guaranteed Maximum Price ("GMP") consistent with the Project Budget set forth above. The GMP includes all costs that are within the control of the Design-Build Team including design, project management, community engagement, construction, warranty, insurance, project closeout, overhead, profit, general conditions, bonds, and other soft costs. The GMP shall also include the Design-Build Team's contingency for architect/engineer ("A/E") costs and constructor errors and omissions. The GMP proposed by each Design-Build Team shall not exceed the Project Budget. Construction of the Project within the Project Budget is critical. The GMP is not to be construed as a stipulated sum, subject to change, but rather a true guaranteed not-to-exceed maximum cost. The Design-Build Team's goal is to design the most value into the Project, as you believe prudent, while remaining within the Project Budget and the GMP.

PROJECT DOCUMENTS AND GUIDELINES

Reference RFP Solicitation # PW 23-35 for the Design and Construction of a Skatepark at Del Sol Park for general project documents and guidelines.

EXHIBIT C

PROJECT SCHEDULE

LA COLONIA SKATEPARK | PROJECT SCHEDULE

Activity | Task Name	Completion Date	Duration
Contract Notice to Proceed	February 2025	NA
Design Development Phase		
Design Initiation (Kick-Off Meeting and Site Visit, Preliminary Investigations, and Project Programing)	March 2025	30 Days
Stakeholder Online Design Survey and Public Engagement Meeting	April 2025	30 Days
Preliminary Concept Plans	May 2025	60 Days
Final Concept Plan and Public Hearing Presentations	July 2025	60 Days
Construction Documentation (50% Complete Level)*	September 2025	60 Days
Construction Documentation (70% Complete Level)*	November 2025	30 Days
Construction Documentation (90% Complete Level)*	December 2025	30 Days
Construction Documents and Permitting (100% Complete Level)*	January 2026	30 Days
*Assumes three (3) week turnaround for City plan check comments		
Construction Document Phase		
Construction Phase 1 (Mobilization, Drainage, Electrical, Rough Grading Ornamental Metals, and Fine Grading)	March 2026	120 Days
Construction Phase 2 (Formwork, Rebar, Shotcrete, Concrete Flatwork, Detailing, Landscaping, Lighting, Site Furnishings, & Demobilization)	October 2026	150 Days
Project Substantial Completion, Commissioning, and Occupancy	February 2027	NA

EXHIBIT D

SCHEDULE OF SERVICES

La Colonia Skatepark Project
Oxnard, CA - United States
November 6, 2024

CALIFORNIA skateparks

DESIGN-BUILD COST PROPOSAL BUDGET

Description	Units	Quantities	Unit Prices	Budget Amount with Overhead , Profit and General Conditions.
Preliminary Investigation				
Project Management	LS	1	$17,600.00	$17,600.00
Preliminary Investigation	LS	1	$59,400.00	$59,400.00
Design and Permitting	LS	1	$311,960.00	$311,960.00
Community Engagement	LS	1	$11,000.00	$11,000.00
			Sub-Total Design and Consulting Costs	**$399,960.00**
Construct New Infrastructure				
Survey and Staking	LS	1	$23,720.00	$23,720.00
Site Amenities/ Electrical	LS	1	$110,000.00	$110,000.00
Underground Detention Basin and Pumps	LS	1	$400,000.00	$400,000.00
			Sub-Total Infrastructure Costs	**$533,720.00**
Construct New Lighting throughout Skatepark				
Skatepark Illumination to 30 Foot-candles	LS	1	$244,500.00	$244,500.00
Estimated Installation of Musco Equipment	LS	1	$305,500.00	$305,500.00
			Sub-Total Electrical Costs	**$550,000.00**
Construct New Landscape throughout the Skatepark				
Earthworks - Clearing ,Grubbing and Fine Grading	SF	22,000	$4.01	$88,255.00
Irrigation	SF	12,000	$6.00	$72,000.00
Planting	SF	12,000	$6.50	$78,000.00
Mulch	SF	10,000	$1.70	$17,000.00
			Sub-Total Landscape Costs	**$255,255.00**
Construct New Skatepark				
Eathworks - Clearing ,Grubbing and Fine Grading	SF	40,000	$6.66	$266,200.00
Storm Drain (6" Drain)	LF	1,000	$121.00	$121,000.00
Shotcrete	SF	12,800	$49.61	$635,008.00
Concrete Flatwork	SF	27,200	$22.99	$625,328.00
Walls and ledge Stairs	CF	2,900	$96.80	$280,720.00
Pool Coping	LF	250	$121.00	$30,250.00
Stainging	SF	7,000	$7.26	$50,820.00
Ornamental Metals	LF	2,710	$121.00	$327,910.00
Skatepark Drain Inlets	Each	27	$545.85	$14,738.00
			Sub-Total Skatepark Costs	**$2,351,974.00**
LA COLONIA SKATEPARK PROJECT GRAND TOTAL				
			Preconstruction Items Budget	**$399,960.00**
			Construction Items Budget	**$3,690,949.00**
			La Colonia Skatepark Project Grand Total	**$4,090,909.00**

La Colonia Skatepark Project
Oxnard, CA - United States
November 6, 2024

CALIFORNIA skateparks

DESIGN-BUILD COST PROPOSAL BUDGET

Description	Units	Quantities	Unit Prices	Budget Amount	General Requirements Fees	Budget Amount with General Requirement Fees	Unit Prices with General Requirement Fees	Design and Construction Fee	Budget Amount with Profit, Overhead and Genral Conditions	Unit Prices with Profit, Overhead and Genral Conditions
Preliminary Investigation										
Project Management	LS	1	$16,000.00	$16,000.00		$16,000.00	$16,000.00	$1,600.00	$17,600.00	$17,600.00
Preliminary Investigation	LS	1	$54,000.00	$54,000.00		$54,000.00	$54,000.00	$5,400.00	$59,400.00	$59,400.00
Design and Permitting	LS	1	$283,600.00	$283,600.00		$283,600.00	$283,600.00	$28,360.00	$311,960.00	$311,960.00
Community Engagement	LS	1	$10,000.00	$10,000.00		$10,000.00	$10,000.00	$1,000.00	$11,000.00	$11,000.00
Sub-Total Design and Consulting Costs				**$363,600.00**		**$363,600.00**		**$36,360.00**	**$399,960.00**	
Construct New Infrastructure Costs										
Survey and Staking	LS	1	$24,000.00	$24,000.00	$2,400.00	$26,400.00	$26,400.00	$2,640.00	$29,040.00	$29,040.00
Site Amenities/ Electrical	LS	1	$77,000.00	$77,000.00	$7,800.00	$84,800.00	$84,800.00	$8,480.00	$93,280.00	$93,280.00
Underground Detention Basin and Pumps	LS	1	$340,000.00	$340,000.00	$34,000.00	$374,000.00	$374,000.00	$37,400.00	$411,400.00	$411,400.00
Sub-Total Infrastructure Costs				**$417,000.00**	**$44,200.00**	**$485,200.00**		**$48,520.00**	**$533,720.00**	
Construct New Lighting thoughout the skatepark										
Skatepark Illumination to 30 Foot-candles	LS	1	$205,000.00	$205,000.00	$20,000.00	$225,000.00	$222,000.00	$22,500.00	$244,500.00	$244,500.00
Estimated Installation of Musco Equipment	LS	1	$250,000.00	$250,000.00	$25,000.00	$275,000.00	$278,000.00	$27,500.00	$305,500.00	$305,500.00
Sub-Total Electrical Costs				**$455,000.00**	**$45,000.00**	**$500,000.00**		**$50,000.00**	**$550,000.00**	
Construct New Landscape throughout Skatepark										
Eathworks - Clearing ,Grubbing and Fine Grading	SF	22,000	$3.20	$70,400.00	$7,045.00	$77,445.00	$3.52	$7,744.50	$85,189.50	$3.87
Irrigation	SF	12,000	$5.00	$60,000.00	$6,000.00	$66,000.00	$5.50	$6,600.00	$72,600.00	$6.05
Planting	SF	12,000	$5.50	$66,000.00	$6,600.00	$72,600.00	$6.05	$7,260.00	$79,860.00	$6.66
Mulch	SF	10,000	$1.46	$14,550.00	$1,455.00	$16,005.00	$1.60	$1,600.50	$17,605.50	$1.76
Sub-Total Landscape Costs				**$210,950.00**	**$21,100.00**	**$232,050.00**		**$23,205.00**	**$255,255.00**	
Construct New Skatepark										
Eathworks - Clearing ,Grubbing and Fine Grading	SF	40,000	$5.50	$220,000.00	$22,000.00	$242,000.00	$6.05	$24,200.00	$266,200.00	$6.66
Storm Drain (6" Drain)	LF	1,000	$100.00	$100,000.00	$10,000.00	$110,000.00	$110.00	$11,000.00	$121,000.00	$121.00
Shotcrete	SF	12,800	$41.00	$524,800.00	$52,480.00	$577,280.00	$45.10	$57,728.00	$635,008.00	$49.61
Concrete Flatwork	SF	27,200	$19.00	$516,800.00	$51,680.00	$568,480.00	$20.90	$56,848.00	$625,328.00	$22.99
Walls and ledge Stairs	CF	2,900	$80.00	$232,000.00	$23,200.00	$255,200.00	$88.00	$25,520.00	$280,720.00	$96.80
Pool Coping	LF	250	$100.00	$25,000.00	$2,500.00	$27,500.00	$110.00	$2,750.00	$30,250.00	$121.00
Stainging	SF	7,000	$6.00	$42,000.00	$4,200.00	$46,200.00	$6.60	$4,620.00	$50,820.00	$7.26
Ornamental Metals	LF	2,710	$100.00	$271,000.00	$27,100.00	$298,100.00	$110.00	$29,810.00	$327,910.00	$121.00
Skatepark Drain Inlets	Each	27	$451.00	$12,177.00	$1,221.18	$13,398.18	$496.23	$1,339.82	$14,738.00	$545.85
Sub-Total Skatepark Costs				**$1,943,777.00**	**$194,381.18**	**$2,138,158.18**		**$213,815.82**	**$2,351,974.00**	

LA COLONIA SKATEPARK PROJECT GRAND TOTAL										
Preconstruction Items Budget				**$363,600.00**		**$363,600.00**				
Construction Items Budget				**$3,331,398.27**		**$3,355,408.18**				
Design and Construction Fees				**$371,900.82**		**$371,900.82**		**$371,900.82**		
La Colonia Skatepark Project Grand Total				**$3,694,998.27**		**$4,090,909.00**			**$4,090,909.00**	

General Requirements Costs				
Insurance & Bond	Total Budget	$ 4,090,909.00	3.00%	$122,727.27
Project Management	Days	30	$720.00	$21,600.00
Superintendent	Days	180	$720.00	$129,600.00
Dumpster	Each	5	$700.00	$3,500.00
Fuel	Gallon	2,000	$5.00	$10,000.00
Storage Container	Each	8	$600.00	$4,800.00
Temporary Office	Each	8	$615.00	$4,920.00
Temporary Fence	LF	1,520	$4.95	$7,524.00
Sub-Total General Requirements Costs				**$304,671.27**

				$304,671.27	**$304,681.18**

Design-Build Team Profile

California Skateparks' Team and Resumes

California Skateparks is comprised of some the most experienced individuals throughout the international skatepark industry and action sports community, all of which have dedicated their lives to developing spaces for action sports. Furthermore, California Skateparks has built professional relationships with leading firms and has compiled a team of highly experienced consultants to successfully develop the La Colonia Skatepark project. California Skateparks is confident in its team's ability to deliver a world-class Olympic quality skatepark project.

The following pages outline the California Skateparks design-build team and highlights key team members who are essential in developing this project. Each team member plays a highly specialized role, which has been refined through years of experience, and is prepared to provide their expertise as needed. California Skateparks' design-build team possesses the experience and knowledge needed to successfully complete the La Colonia Skatepark project to international skatepark standards, on budget and within the proposed time frame.

Lead Consultant

CALIFORNIA skateparks

Skatepark Designer and Landscape Architect

Sub-Consultants

EARTH SYSTEMS

Geotechnical Engineer

ECG Encompass Consultant Group

Civil Engineer

LUCCI CONSULTING & ASSOCIATES, INC. ELECTRICAL ENGINEERS

Electrical Engineer

MUSCO Lighting

Lighting Engineer

Design-Build Team Profile

California Skateparks
273 N. Benson Ave.
Upland, California 91786
(800) 227-5283
info@californiaskateparks.com
www.californiaskateparks.com

Zachary Wormhoudt
(Project Manager and Landscape Architect)
849 Almar Avenue, Suite 280
Santa Cruz, California 95060
(831) 334-4022
zach@caskateparks.com

California Skateparks (CSP) is a full-service design/build corporation based in Upland, California specializing in the development of public and private environments for action sports throughout the United States and around the world. Founded by Joe Ciaglia in 1998, California Skateparks has over 25 years of experience creating a diverse range of public and private skateparks, training facilities, competition courses, plazas, skate spots, bowls, and landscape projects. These projects have not only increased opportunities for a variety of action sports, but have contributed to the environmental, social, and economic sustainability of the communities in which they are located.

California Skateparks is a fully licensed, bonded, and insured contractor specializing in all aspects of skatepark development. What sets California Skateparks apart from other skatepark providers is our impeccable attention to aesthetics and details, in parallel with our understanding of skateboarding and the action-sports industry. We have adapted traditional construction standards and practices to skatepark construction, and developed some of our own; thus giving us a real-world understanding of skatepark development and enabling us to meet the expectations of all action sports athletes.

Through experience and selective recruiting, we have formed a disciplined company comprised of an award-winning design team, diligent construction managers, and comprehensive administrators—all of whom will ensure a successful project and a great Client experience. Our staff of over 145 experienced and creative professional employees includes registered landscape architects, general contractors, civil and structural engineers, skatepark designers, graphic designers, professional athletes, construction professionals, event coordinators, business-development managers, sponsorship facilitators, and other practitioners who all possess the skills and experience to successfully complete high-quality projects on time and within budget. Together, we are the world's most experienced and respected skatepark design/build team with more than 400 highly recognized projects and 3.5-million square feet of skatepark construction over the last decade.

Vans Park Series Montreal

Design-Build Team Profile

CALIFORNIA skateparks

California Skateparks

Some of the most notable, world-class facilities that our team at California Skateparks has created includes numerous public concrete skateparks and private projects for Rob Dyrdek, Tony Hawk, Nyjah Huston, Leticia Bufoni, Camp Woodward, Nike, RedBull, and municipalities all over the world. In addition, we currently produce high-profile event courses for World Skate, Street League Skateboarding, Dew Tour, X Games, Vans Park Series, and many others. We take great pride in our work and have gained the reputation for developing skateparks with the highest craftsmanship possible.

While our work speaks for itself, our design and construction processes are the primary reason for our success. Through the utilization of state-of-the-art technology, combined with attention to aesthetics and detail, California Skateparks delivers a focused, cohesive effort from concept to completion. Our professionalized services fully encompass the wide range of needs necessary to build architecture and landscapes for all action sports. Whether we are the general contractor—or a sub to a general contractor—our passion, knowledge, and expertise go hand-in-hand to deliver a superior product to our competitors. California Skateparks follows a construction process and uses sustainable design-build practices that have been proven to be efficient and effective through years of experience developing successful skateparks, large-scale public works, multi-use park facilities, and residential / commercial landscapes.

Equally as important to quality workmanship, is our attention to Client satisfaction and stakeholder collaboration. California Skateparks prides itself on developing and maintaining strong, healthy, and progressive relationships to ensure projects are delivered to the expectations of the stakeholders. From pre-planning workshops to community participation seminars, from detailed design charrettes through to construction, and on to grand openings and maintenance programs, our diverse team is committed to delivering a top-quality experience and producing best-in-class facilities that exceed project objectives. California Skateparks is committed to creating high-quality skateparks for our Clients, the community, and for the future of action sports.

X Games Ventura

Design-Build Team Profile

CALIFORNIA skateparks

Earth Systems
5917 Olivas Park Drive, Suite F
Ventura, California 93003
(805) 642-6727
tmazzei@earthsystems.com
www.earthsystems.com

EARTH SYSTEMS

With over 50 years of experience in California and an office in Ventura, Earth Systems brings detailed knowledge of soil, groundwater, and geologic conditions to the project. They offer a full range of expert services in the fields of geotechnical engineering, engineering geology, geophysical surveys, and materials testing and inspection. Their local staff consists of registered geotechnical engineers, engineering geologists, soil technicians, and special inspectors. Their geotechnical engineering and geology professionals have established an excellent reputation for providing thorough, high quality geotechnical and geology services. Earth Systems maintains a fully accredited materials testing laboratory with the capacity to perform hundreds of tests upon soils, concrete, asphalt, steel, and other building materials.

Earth Systems has provided geotechnical services for many skatepark projects throughout Southern California with components such as concrete slabs, ramps, bowls, retaining walls, stairs, and other concrete skate features as well as associated hardscape, landscape, and site lighting. They maintain a successful working relationship with California Skateparks, having worked together on several skatepark projects in the past, including Westpark Skate Park (Ventura), Watts Skatepark (Los Angeles), and Venice Skatepark. Earth Systems is also familiar with the soil and geologic conditions at Del Sol Park, having previously provided geotechnical engineering services for the community garden and restroom building. For both projects, Earth Systems drilled borings and conducted laboratory testing on the soil samples, provided geotechnical analysis, and recommendations in geotechnical engineering reports.

Venice Skatepark

Design-Build Team Profile

CALIFORNIA skateparks

Encompass Consultant Group (ECG)
333 N. Lantana, Suite 287
Camarillo, California 93010
(805) 322-4443
sal.contreras@ecgcivil.com
www.ecgcivil.com

Encompass Consultant Group, Inc. (ECG) is a local firm established in 2016. A 100% employee-owned company, we are committed to providing quality Civil Engineering, Land Surveying and Land Planning services to both public and private clients throughout Ventura, Santa Barbara, and Los Angeles Counties.

Since 2017, ECG has held on-call service contracts with the City of Oxnard, contributing to numerous successful City projects by providing expert civil engineering and hydrology designs, survey and mapping services, and map plan checks. Our team has consistently delivered high-quality services, including support for the design of multiple parks, with a deep understanding of the City's policies and procedures to ensure projects progress smoothly and efficiently.

Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, California 93012
(805) 389-6520
ken@lucciland.com

Lucci & Associates Incorporated has been a leading Electrical Engineering Design Facility in Ventura County providing innovative design and exceptional electrical engineering consulting services since 1988. They also provide on-call Electrical Engineering Services for City of Port Hueneme, City of Redondo Beach, County of Ventura, Moorpark Community College, and Ventura Community College.

Furthermore, Lucci & Associates has provided Electrical Designs for projects across the United States and in Europe, Asia, Middle East, South America, and New Zealand. They have also been instrumental in the Electrical Design of Theme Parks (Universal Studios, Great American, Cedar Fair, Legoland, and Disneyland), Sound Stages/Studios (Universal Studios, Netflix, Google, ABQ Studios, Manhattan Beach Studios, Culver Studios, Deep South Studios, etc.), and Studio Complex Electrical Designs for over 30 years. They are registered in over 35 states and provide our design/consulting services on a vast variety of projects. Lucci & Associates has won numerous awards from organizations like THEA (Themed Entertainment Association), Architectural Digest, and Lighting Design and Application.

They are registered in over 35 states and provide our design/consulting services on a vast variety of projects. Lucci & Associates has enjoyed long relationships with many of its clients, some for over 30 years. They believe our success is a product of these partnerships, and they continue to be committed to fostering their relationships.

Design-Build Team Profile

CALIFORNIA skateparks

Musco Lighting
3002 Dow Ave. Ste. 504
Tustin, California 92780
(213) 440-5784
nicholas.cobb@musco.com
www.musco.com

Since 1976, Musco Lighting has specialized in the design and manufacture of sports lighting, with innovations in glare reduction and light control responsible to the needs of facility owners, users, neighbors, and the night sky. Musco's Total Light Control – TLC for LED™ technology delivers a level of light control and uniformity that can't be matched, and is the solution of choice for neighborhood Little League® fields, collegiate and professional stadiums and arenas, international airports, rail yards, the Olympic Games, landmarks, and some of the largest ports around the world. Musco has a global team of experts that partner with customers to plan, complete, and maintain a cost-effective, trouble-free lighting solution for their facility.

In preparation for the La Colonia Skatepark project, California Skateparks coordinated with Musco Lighting to perform a preliminary photometric study and illumination summary of the site and initial design (as seen below). Furthermore, the completed preliminary concept design and renderings of the La Colonia Skatepark can be found in the "Graphic Submittal" section of this proposal.

CALIFORNIA skateparks

Joe Ciaglia

President // CEO

Qualifications

Years of Experience: 25 years
Certifications: Contractors State License Board Contractor License #962150

Experience

For over two decades, Joe has pioneered and revolutionized the way skateparks are designed, built, and viewed by the general public. Whether it be from his involvement in hundreds of elite-level projects or reputable public skateparks, Joe has developed experience that is unmatched within the industry.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
54 Street League Courses
X Games Ventura
X Games Southern California
Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans “Off The Wall” Skatepark
Lai Chi Kok Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark
Oxnard Skatepark
Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Thousand Oaks Skatepark
Etnies Skatepark
Stoner Skate Plaza
Venice Beach Skatepark
Camp Woodward
Nyjah Huston Training Facility
Fantasy Factory

CALIFORNIA skateparks

Zach Wormhoudt

Project Manager // Landscape Architect of Record

Qualifications

Years of Experience: 25 years
Education: B.S. Landscape Architecture, California Polytechnic State University
Certifications: Licensed Landscape Architect #4305

Experience

As a Landscape Architect for nearly thirty years, Zach has become known within the industry as one of the most experienced and knowledgeable developers. From his involvement in the world's first public skatepark, to serving as a Project Manager for countless world-class projects, Zach has gained an unparalleled reputation within the industry.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
16 Vans Park Series Courses
X Games Ventura
X Games Southern California
Dew Tour Des Moines
Powder Springs Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Riverside NYC Skatepark
Oxnard Skatepark
Venice Beach Skatepark
Lake Cunningham Skatepark
San Luis Obispo Skatepark
Milpitas Skatepark
Louisville Skatepark
Tuttle Skatepark
Thousand Oaks Skatepark
South San Francisco Skatepark
Woodward Tahoe Skatepark
Tribeca Skatepark

CALIFORNIA skateparks

Miki Vuckovich

Director of Strategic Initiatives

Qualifications

Years of Experience: 20 years
Education: B.A. Writing, University of California San Diego
M.A. Nonprofit Leadership and Management, University of San Diego

Experience

As a leader in the skatepark-advocacy movement over the past 20 years, Miki has worked with cities and community groups across the U.S. to plan, fundraise, and open more than 600 public skateparks. Miki's experience researching and understanding the role of skateparks has helped to tailor each one to meet the needs of the community it serves.

Selected Projects

Paris 2024 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
World Skate Rome 2023
X Games Ventura
X Games Southern California
Dew Tour Des Moines
Powder Springs Skatepark
Aljada Skatepark
Lauridsen Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Lakewood Skatepark
San Luis Obispo Skatepark
Tuttle Skatepark
Linda Vista Skatepark
Dodge Skatepark
La Colonia Skatepark
Stoner Skate Plaza
Pier 62 Hudson River Park
LES Skatepark
Watts Skatepark
Chandler Park Skatepark
Lynch Family Skatepark
Peck Park Skatepark
Prince Park Skatepark
Park De La Cruz Skatepark

CALIFORNIA skateparks

Jaxon Statzell

Landscape / Skatepark Designer // Lead Designer

Qualifications

Years of Experience: 15 years
Education: Bachelors of Arts, Environmental Design
University of Colorado, Boulder

Experience

Growing up in the mountains of Colorado, Jaxon became obsessed with searching out new skate terrain and learning the intricacies of skatepark design. Jaxon's years of experience designing world-class skateparks has given him an unmatched understanding of spatial relationships, proportions, and design innovation.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
36 Street League Courses
X Games Ventura
X Games Southern California

Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Lai Chi Kok Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark

Jacksonville Art Walk Skatepark
Linda Vista Skatepark
A Gathering Place Skatepark
Chandler Park Skatepark
La Colonia Skatepark
Tribeca Skatepark
Riverside Skatepark
Erie Community Skatepark
Surprise Farms Skatepark
El Sereno Skatepark
Upcounty Maui Skatepark

CALIFORNIA skateparks

Kord McKinney

Landscape / Skatepark Designer // Lead Draftsman

Qualifications

Years of Experience: 6 years
Education: B.S. Landscape Architecture, Minor in Sustainable Environments, California Polytechnic State University San Luis Obispo

Experience

As California Skateparks' lead Draftsman, Kord is well versed on the many technical programs required to effectively create and portray complex skatepark designs. Additionally, Kord is highly knowledgeable on the spatial relationships, proportions, and design innovations that are required to create successful skatepark projects.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
World Skate Rome 2023
X Games Ventura
Dew Tour Des Moines

Powder Springs Skatepark
Aljada Skatepark
Pizzey Park Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Kwok Shui Road Skatepark
Chandler Park Skatepark
Lakewood Skatepark
Hermiston Skatepark
Shiga Training Facility

Jacksonville Art Walk Skatepark
Madar Phase II Skatepark
Lake Oswego Skatepark
Tuttle Skatepark
Watts Skatepark
Thousand Oaks Skatepark
Scotty Lapp Skatepark
Hanoi Skatepark
Unicorn House
Woodward Town Centre
South San Francisco Skatepark

CALIFORNIA skateparks

Mario Rodriguez

General Contractor // Construction Superintendent

Qualifications

Years of Experience: 30 years
Certifications: Contractor License #962150
Certified Construction Team: ACI Shotcrete Nozzle-man; Brian Pino #01190829

Experience

As a Licensed Contractor and California Skateparks' lead Construction Manager, Mario has arguably spent more time on skatepark construction sites than anyone else in the industry. From his immense time on the job site, Mario has gain unprecedented experience in construction / crew management, planning, estimating, and scheduling.

Selected Projects

Paris 2024 Olympic Games
Tokyo 2020 Olympic Games
World Skate OQS Budapest
World Skate OQS Shanghai
World Skate Dubai 2024
World Skate Tokyo 2023
X Games Ventura
X Games Southern California
Dew Tour Des Moines

Merida Skatepark
Powder Springs Skatepark
Aljada Skatepark
Queretaro Skatepark
Lauridsen Skatepark
Parc Olympique Skatepark
Vans Salt Lake City Skatepark
Vans "Off The Wall" Skatepark
Tinnell Memorial Sports Park
Kennesaw Skatepark
Badalona Skatepark

Oxnard Skatepark
San Luis Obispo Skatepark
Lake Oswego Skatepark
Watts Skatepark
Alcanfores Skatepark
Stoner Skate Plaza
Milpitas Skatepark
Nipomo Skatepark
Nike Templo Mayor
La Mexicana Skatepark
Park De La Cruz Skatepark

Key Personnel

CALIFORNIA skateparks

EARTH SYSTEMS

Anthony Mazzei

Managing Principal // Senior Vice President
PE #67802 , GE #2823

Experience

As a registered civil and geotechnical engineer with 38 years of experience, Anthony Mazzei ("Tony") is known for his excellent project and team management skills, as well as his knowledge and understanding of both the geotechnical engineering and materials testing/inspections of project construction. With many years of experience in the Oxnard and Ventura region, he is familiar with the soil and groundwater conditions in the region and has developed a reputation for innovative, constructible, and cost-effective solutions for potentially adverse site conditions that could otherwise result in construction delays or increased site development costs.

Selected Projects

- Westpark Skatepark
- Ojai Skatepark
- Nipomo Skatepark
- Watts Skatepark
- Grover Beach Skatepark
- Santa Rosa Skatepark
- Venice Skatepark
- Solvang Skatepark
- Del Sol Park

ECG Encompass Consultant Group

James Fallon

Principal Surveyor
PLS #7807, California

Experience

James Fallon has over 25 years of experience on a wide variety of land surveying and geomatics projects. He has been responsible for the direct management and production of survey tasks in support of public works and private land development projects, both in the field and in the office. Work performed includes topographic mapping, monument preservation, public agency map and document review, geodetic control networks, boundary surveys, easement and legal description preparation, subdivision mapping, lot line adjustments, ALTA land title surveys, condominium plans, right of way acquisition surveys, construction staking, and data acquisition for Geographic Information Systems (GIS).

Selected Projects

- Oxnard Survey & Plan Check
- Oxnard Map Review
- Borchard Park Skatepark
- Campus Park
- Fremont Park
- Del Sol Park

Key Personnel

CALIFORNIA skateparks

Sal Contreras

Principal Engineer
PE #66720, California

Experience

Sal Contreras is a Principal Engineer with over 25 years of civil engineering design experience involving project master planning, public improvement projects, and private land developments. Mr. Contreras is well versed in the management and preparation of feasibility studies, due diligences, master plans, construction plans, specifications, and estimates, and providing construction administration services. He has extensive experience with potable and recycled water infrastructure, water storage tank design, hydrologic and hydraulic studies, grading and drainage design. Mr. Contreras oversees both technical and professional personnel, interfacing with key public works agencies including state and local agencies.

Selected Projects

- Oxnard Survey & Plan Check
- Arroyo Verde Park
- Campus Park
- Oxnard College Park
- Oxnard Sports Park
- Ventura Community Park

Kenneth W. Lucci

Principal // President
California PE 1974 E8340

Experience

Ken Lucci graduated Ohio University in 1971 with a degree in Engineering Physics and a masters in EE. After graduation, Ken was employed by the U.S. Navy at a Research Lab located in Port Hueneme. After 9 years at this facility, Ken began employment with Litton Industries as a senior engineer on a project for the Royal Saudi Air Force. Ken was responsible for the electrical portion of the $645M construction project, and after completion of this project, Ken returned to the US and started Lucci & Associates in Camarillo. Ken was named president of the Association of Consulting Electrical Engineers from 1995-96 and the Association of Energy Engineers have since certified Ken Lucci as a Lighting Efficiency Professional.

Selected Projects

- Del Sol Park Restrooms
- College Estate Park Restroom
- Borchard Park Skatepark
- Malibu Skatepark
- Simi Valley School District
- Oxnard College

EXHIBIT E
REQUIREMENTS FOR SUBMITTALS TO CITY

(a) Insurance and Bonds
   i. The Design-Build Team shall submit to the City, for the City's review and acceptance, all insurance and bond submittals required under the Design-Build Contract, or other documentation acceptable to the City, within fifteen (15) Calendar Days of issuance of a Notice of Award letter. The required insurance and bonds submittals, or other acceptable documentation, shall be reviewed by the City prior to execution of the Design-Build Contract.
   ii. The successful Design-Build Team shall carry and maintain, at the successful Design-Build Team's expense, at all times during the term of the agreement not less than the coverage and limits of insurance set forth in the General Conditions to the Design-Build Contract Appendix "V," which shall be maintained with insurers and under forms of policies satisfactory to City.

(b) Quality Control Program
   i. The Design-Build Team shall implement and operate a quality control program during all phases of the Project from commencement of design through completion of construction.
      1. The program shall include:
         A. Specific steps to be taken by the Design-Build Team to ensure all designs, materials, products, and workmanship conform to the Contract Documents, minimum program and performance requirements, and applicable codes.
         B. Specific steps to be taken by the City to ensure all required materials tests and special/deputy inspections are performed at each project phase. The Design-Build Team shall provide a minimum of 72-hours prior notification for any special/deputy inspections to allow for adequate scheduling time.
   ii. Coinciding with the 60% design plan submittals to the City, the Design-Build Team shall submit to the City, for the City's review and approval, a detailed quality control program that includes, at a minimum, the following:
      1. Lines of authority and responsibility, and internal review procedures and processes to ensure all work conforms to the Contract Documents, program and performance requirements, and applicable codes, and is proceeding in a quality manner.
      2. Specific timeframes or periods during construction during which the Designer Professional of Record and it's consultants, will be on-site to review and inspect the progress of construction activities for conformity with the Project plans and specifications. Include disciplines to be on-site during each of these reviews and inspections.
      3. Specific steps to be taken by the Design-Build Team to control construction quality and ensure conformance with the Project plans and specifications.
         A. Include specific material testing requirements during construction that the Design-Build Team will perform and report to the City for concurrence.
         B. Include specific material testing requirements during construction that the City will need to perform and share results with the Design-Build Team.

(c) Submittals and Mobilization Plan
   i. Coinciding with the 60% design plan submittals to the City, the Design-Build Team shall submit to the City, for the City's review and approval, a mobilization plan and schedule. The

mobilization plan and schedule shall be reviewed by the City prior to execution of the Design-Build Contract. The mobilization plan and schedule shall be developed in both narrative and graphic format, and shall include, at a minimum, the following:

1. A detailed mobilization plan and schedule for initial construction activities.
2. A detailed sequential plan for commencement of site work no later than the dates specified in the Master Project Schedule.

ii. The Design-Build Team shall also submit a plan for review and approval of all required construction phase submittals by the Design Professional(s) of Record, as applicable. Construction phase submittals shall include, without limitation, a complete schedule through the Project Completion Date that shows required product/design submittal dates, interim design reviews, required City review periods, and dates for submittals to and receipt of approval from all required approval agencies.

EXHIBIT F

PROJECT SPECIFIC REQUIREMENTS

=== RESERVED FOR DESIGN BUILD TEAM ===

PROJECT SPECIFIC REQUIREMENTS TO BE PROVIDED BY THE DESIGN BUILD TEAM AND APPROVED BY THE CITY'S PROJECT MANAGER

JOBSITE MANAGEMENT AND LOGISTICS PLAN;

INITIAL CONSTRUCTION SCHEDULE DEADLINE;

GMP PROPOSAL SUBMITTAL DEADLINE;

MINIMUM SITE VISITS;

MILEAGE RATES;

DESIGN/BUILDER'S OVERHEAD AND PROFIT PERCENTAGE SHALL NOT EXCEED).)% WITHIN THE GMP AND 0.0% FOR ADD OR CREDIT CHANGE ORDERS.

=== RESERVED FOR DESIGN BUILD TEAM ===

EXHIBIT G

SCHEDULE OF PAYMENTS

=== RESERVED FOR DESIGN BUILD TEAM ===

SCHEDULE OF PAYMENTS TO BE PROVIDED BY THE DESIGN-BUILD TEAM AND APPROVE BY THE CITY'S PROJECT MANAGER

PRE-DESIGN PHASE;

CONCEPT SCHEMATIC DESIGN;

ADVANCED DESIGN;

DESIGN DEVELOPMENT PHASE AND LIFE CYCLE COST AND ANALYSIS REPORT;
CONSTRUCTION DOCUMENTS;

COMPLETED CONSTRUCTION DOCUMENTS;

CONSTRUCTION PHASES;

FINAL COMPLETIONS.

LIST OUT HOURLY RATES FOR PROFESSIONALS;

PRE CONSTRUCTION SERVICE FEES (BY PHASE)

Change Orders. Any deviation from the amounts as set forth in the GMP must be prepared in writing by the Design/Builder as a Change Order Request, which shall include the reason for the change in work, the change in the amount of compensation due, and supporting documentation. The Change Order Request is subject to City Approval. If a Change Order Request is approved, the City will issue a Change Order and the Design/Builder may proceed with the requested change. Design/Builder shall submit an updated invoice in accordance with Section 5 of the Contract for all approved Change Orders.

=== RESERVED FOR DESIGN BUILD TEAM ===

EXHIBIT H

FORM INS-G: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

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

    a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
    b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
    c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
    d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

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

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

payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

1. ***Certificates of Insurance***

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

2. ***Endorsement Forms***

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODESUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$2,000,000 $2,000,000 $2,000,000 $2,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the ACity@)

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (_____)

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

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

a. Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒Broker/Agent ❒Underwriter ❒_____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICAT

FOR THE CITY OF OXNARD (the ACity@)

ENDORSEMENT NO.	ISSUE DATE (MM/DD

PRODUCER

Telephone:

NAMED INSURED

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

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

_____ Address: _____

_____

Telephone: (_____) _____

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

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

a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc. 8520
Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒Underwriter ❒ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT I

Federal Grant Funded Contract Addendum

City of Oxnard – ARPA

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;

e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

WBE / MBE FORM ATTACHED BELOW

2. Suspension and Debarment. (applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CERTIFICATION ATTACHED BELOW

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION ATTACHED BELOW

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.
Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over $2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. <u>Compliance with the Copeland "Anti-Kickback" Act</u>. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

Exhibit J

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or 11 cooperative agreement, the undersigned shall complete and submit Standard FormLLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Exhibit K

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

_____
Name (Typed)

_____
Title and Organization Name (Typed)

_____
Signature

_____
Date

Exhibit L

S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: _____

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount ($)	Percentage of Contract

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WBE and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

_____
_____
_____
_____
_____

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permittable, were established in a way that would encourage participation by S/M/WBEs and LSAs.

_____
_____
_____
_____
_____

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

_____
_____
_____
_____
_____

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

Bond No. _____

Exhibit M

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that: _____

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as **SKATEPARK IN COLONIA SPECIFICATION NO. PW 23-35.**

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part

6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:_____	Dated:_____
"Principal"	"Surety"
By:_____	By:_____
Its:_____	Its:_____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

Exhibit N

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that: _____

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as **SKATEPARK IN COLONIA SPECIFICATION NO. PW 23-35.**

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred

by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated:_____	Dated:_____
"Principal"	"Surety"
By:_____	By:_____
Its:_____	Its:_____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

Notes: This Bond must be executed in duplicate and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Public Project Agreement 32500284 with California Skateparks for Design Build of the Skate Park at Del Sol Park Specification No. PW 23-35

Public Works and Transportation Committee
December 17, 2024

Taylor Gambino
Project Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $4,500,000 in Project funds for the Design-Build of the Skate Park at Del Sol Park Specification No. PW 23-35;
2. The Mayor to Execute an Agreement in the amount of $4,090,909 with California Skateparks;
3. A Project allocation amount of $409,091 (~10%) for engineering, inspection, survey and project management; and
4. A budget appropriation in the amount of $100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

BACKGROUND

- The Skatepark in Colonia Project will utilize approximately 2.5 acres of existing park space on the northeast side of Del Sol Park in the La Colonia neighborhood.
- The City desires an Olympic-quality skatepark design that will include areas for all abilities. The project also proposes native and drought-tolerant landscaping and utilizes existing green infrastructure.
- The Design includes accessible pathways and skatepark lighting.
- The Skatepark is anticipated to be roughly 40,000 square feet in area.

Skatepark Location

DISCUSSION

- The project is tentatively scheduled to begin in early calendar year 2025 and continue into early 2027.
- This contract will utilize the design-build delivery method, therefore the initial phase of work includes the contractor designing the skatepark, with input from the community and other stakeholders via outreach meetings.
- Construction will start after the design is complete.
- Staff will work closely with the La Colonia Neighborhood Council and the stakeholders directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

DISCUSSION

- The Notice of Request for the Pre-Qualification (RFQ) was published on February 1, 2024.
  - Three firms submitted their prequalification packets, these being California Skateparks, Grindline Skateparks, Inc., and Spohn Ranch, Inc.; all three of the firms were prequalified on March 13, 2024.
- The Request for Proposals (RFP) on the Design-Build Project was published on August 15, 2024, and proposals were due on October 10, 2024. The City received proposals from the following two of the three prequalified firms:
  - California Skateparks and Spohn Ranch, Inc.
- The proposals were consistent with the City's RFP which identified the guaranteed contract price of $4,090,909.
- This is a Design-Build procurement thus, the proposals had to adhere to a Guaranteed Maximum Price (GMP), which is a guarantee that the cost for the project will not exceed the amount established in the RFP unless there is a change in scope approved by the City, or dramatic unforeseen circumstances are encountered during construction.

DISCUSSION

Proposal Evaluation Process

- Each proposal had three components:
  - A written proposal
  - A graphic (concept level) proposal
  - A presentation of the proposal and graphic elements
- The proposals were evaluated based on seven scoring criteria:
  - (1) Proposal Quality
  - (2) Technical Design and Construction Expertise
  - (3) Approach
  - (4) Availability and Schedule
  - (5) Project Understanding
  - (6) Life-Cycle Costs Over 15 or More Years
  - (7) Guaranteed Maximum Price
- The City utilized a review and scoring panel that included a local professional Skateboarder, along with City employees from the Cultural and Community Services and Public Works departments.
- After thorough review and discussion, the proposal from California Skateparks scored the highest based on the evaluation criteria.

DISCUSSION

- Staff recommends authorizing $4,500,000 for the project, which includes:
  - The project award amount of $4,090,909
  - The cost of engineering services and City staff services of $409,091 (10% of the contract cost)
- These recommendations bring the total estimated cost of the project to $4,500,000.

FINANCIAL IMPACT

- Total cost for this Project shall not exceed $4,500,000, which includes the construction agreement and project allocation.
- Skatepark in Colonia Project (C2249) has a project budget balance of $4.4M from the America Rescue Plan Act (ARPA) Fund (320).
- In addition to the ARPA funding, the Skatepark in Colonia Project (C2249) currently has $100,000 of Development Impact Fees identified in the AB1600 annual report to support the development and completion of this project. It is recommended that the Developer Impact Fees be utilized to cover the cost of the skatepark construction.
- Approval of the recommended action will add $100,000 from the available fund balance in the Development Impact Fee Fund (350, sub-fund 8020) to the Skatepark in Colonia Capital Improvement Project (C2249) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount. After this added appropriation, a total of $4.5M will be available to complete this design-build project.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.4

DATE: December 17, 2024

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee 3 Construction Project. (10 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;
2. Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee Construction Project; and
3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/3c1yFKsZDgo

BACKGROUND

As part of the State of California (State) Fiscal Year 2023-24 budget process, the City, in partnership with Assemblymember Steve Bennett, Assemblymember Jacqui Irwin, and Senator Monique Limón, successfully obtained $1 million in State funding from the State Department of Water Resources (DWR) for the Santa Clara River 3 (SCR-3) Levee Completion project.

SCR-3, divided by four "Reaches," or segments, is an earthen levee system constructed by the Ventura County Flood Control District, the predecessor agency to Ventura County Watershed Protection District (VCWPD), in the late 1960s. The first three Reaches (1-3), completed in February 2018, extend from the downstream limits of the project at Victoria Ave to the point where Ventura Road begins to parallel the Santa Clara River. Reach 4, which is incomplete and is the subject of this report, extends from this point upstream to the Highway 101 crossing (Attachment 1).

In its current condition, Reach 4 does not meet federally mandated levee certification regulations and is, therefore, not currently certifiable by the Federal Emergency Management Agency (FEMA). Upon completion of the project, the SCR-3 levee will be able to achieve FEMA levee certification. This $1 million contribution will help provide crucial funding for the completion of Reach 4 of SCR-3.

Primary Responsible Party

The City will act as a pass-through for the $1 million from the State by entering into a yet-to-be-presented funding agreement to City Council between the City and VCWPD for the construction and completion of Reach 4 of the SCR-3

levee. This funding agreement will outline the terms and conditions of the funding transfer, the responsibilities of each party, and the timeline for the project. VCWPD, as the lead agency, provides for the control and conservation of flood and storm waters and the protection and maintenance of watercourses, watersheds, levees such as SCR-3, and life and property from damage or destruction from storm flows or flooding throughout Ventura County.

Upon completion, Reach 4 of SCR-3 will provide crucial flood protection to nearly 6,400 residents south of the levee system and vital public infrastructure. This infrastructure includes a former cogeneration plant, a municipal golf course, three municipal landfills, a hotel to the west, the Union Pacific Railroad bridge to the east, two elementary schools, and significant transportation arterial corridors in North Oxnard, including West Gonzales Road and Ventura Road. In total, it is estimated that over 3,800 structures would be at risk during a 1% chance flood event. A 1% chance event is when an area has at least a 1% chance of flooding any given year.

Ventura County Board of Supervisors

Progress on completing SCR-3 is continuing. On October 29, 2024, the Ventura County Board of Supervisors approved VCWPD's plans and specifications for the SCR-3 levee project and awarded a construction contract to complete Reach 4. Staff at VCWPD have estimated that construction will begin by the end of 2024 and last approximately two years.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no match requirement. Grant revenue of $1,000,000 will be recognized and appropriated to the State & Local Grant Fund (210); approval of this agreement has no impact on the General Fund.

City staff will return in early 2025 with a funding agreement between the City and VCWPD to transfer the State DWR funding from the City to VCWPD to help fund the SCR-3 construction project.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on November 26, 2024.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. SCR-3 Map
2. Resolution - AB102 Authorizing for State Funds
3. Agreement - 4600015992 Oxnard Santa Clara Levee
4. Presentation - DWR Grant for SCR-3

Source: MBI, 2015.

not to scale

Note: onstruction of Reaches 1-3 (Phase 1) was completed in 2018.
Phase 2 construction of Reach 4, including tie-in to Reach 3, is scheduled to begin in fall 2024.

Exhibit 3
Phase 1 and 2 Reaches

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY OF OXNARD TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE FUNDS FOR THE SANTA CLARA RIVER LEVEE CONSTRUCTION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF OXNARD

WHEREAS, the July 2023 Assembly Bill 102 designated $1,000,000 in funding to the City of Oxnard, for its Santa Clara River Levee Construction Project (the "Project"); and

WHEREAS, State Senator Monique Limón, Assemblymember Steve Bennett, and Assemblymember Jacqui Irwin led the efforts to allocate the funding that was also supported by the Ventura County Watershed Protection District and Oxnard city staff;

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the Water Authority agrees that the funds should be allocated by CDWR to the City of Oxnard; and

WHEREAS, CDWR requires a resolution from the City of Oxnard authorizing the City of Oxnard to enter into an agreement with CDWR to receive funds and to authorize the City Manager to execute the agreement.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve and find as follows:

Authorizes the City of Oxnard to enter into an agreement with the State of California Department of Water Resources to receive $1,000,000 in funding for its Santa Clara River Levee Construction Project and authorizes the City Manager, or designee, to execute the agreement and any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

(Continued on next page)

PASSED and ADOPTED this ___ day of _____ 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
LuisMcArthur, Mayor

ATTEST:

_____
LourdesA.Lopez, City Clerk

I, LourdesA.Lopez, City Clerk of the City of Oxnard, certify that the vote shown above is correct and this Resolution No. _____ was duly adopted at the meeting of the City Council of the City of Oxnard on the date stated above.

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA

(DEPARTMENT OF WATER RESOURCES) AND

CITY OF OXNARD

AGREEMENT NUMBER 4600015992

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Oxnard, a municipal corporation, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2023 (Stats. 2023, ch. 38, § 258) to Funding Recipient to assist in financing the Santa Clara Levee Construction Project (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $1,000,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
   A. Purchase of equipment not an integral part of the Project.
   B. Purchase of water supply not an integral part of the Project.
   C. Replacement of existing funding sources for ongoing programs.
   D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
   E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a “wet signature.” State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

   Invoices submitted by Funding Recipient shall include the following information:

   A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.

C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:

   i. Invoices must contain the date of the invoice and the time period covered by the invoice.

   ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs incurred during that time period.

   v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

   A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.

   B. Making any false warranty, representation, or statement with respect to this Funding Agreement.

   C. Failure to operate or maintain Project in accordance with this Funding Agreement.

   D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

   E. Failure to submit timely progress reports.

   F. Failure to routinely invoice State.

   G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

   Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

   a. Declare the funding be immediately repaid at the time of the default.

b. Terminate the Funding Agreement.

c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:

   A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).

   B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.

   C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

   D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.

   E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.

   F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.

   G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

   A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual

Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.

B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.

10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

i. By delivery in person.

ii. By certified U.S. mail, return receipt requested, postage prepaid.

iii. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.

iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236-0001 Phone: 916-902-6713 Email: Arthur.Hinojosa@water.ca.gov	City of Oxnard Alexander Nguyen City Manager 300 W Third St, 4th Floor Phone: 805-385-8017 Email: Alexander.Nguyen@oxnard.org

Direct all inquiries to the Project Manager:

Department of Water Resources Ted Daum Senior Environmental Scientist P.O. Box 942836 Sacramento, CA 94236-0001 916-902-7800 Theodore.Daum@water.ca.gov	City of Oxnard Adam Smith Project Manager 300 W Third St, 4th Floor Phone: 805-385-3918 Email: Adam.Smith@oxnard.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES _____ Arthur Hinojosa Manager, Division of Regional Assistance Date_____	CITY OF OXNARD _____ Alexander Nguyen City Manager Date_____
Approved as to Legal Form and Sufficiency _____ Robin Brewer, Assistant General Counsel Office of the General Counsel Date_____	Approved as to Legal Form and Sufficiency _____ Stephen Fischer City Attorney Date_____

EXHIBIT A

WORK PLAN

PROJECT: Santa Clara Levee Construction

IMPLEMENTING AGENCY: City of Oxnard

PROJECT DESCRIPTION: The Project is Phase 2 of a two-phase project. Phase 1 was completed in February 2018. The Project entails the construction of approximately 1,860 feet of floodwall parallel to the Santa Clara River and Ventura Road, approximately 360 feet of earthen levee embankment divided between the west and east ends, and 120 feet of a flood break barrier gate system across Ventura Road where the floodwall alignment changes from the north side of the road to the south side along residential properties. This new levee construction will tie into the recently completed Phase 1 levee sections to the west. The Project levee and floodwall system will comply with FEMA's freeboard requirements and regulations (44 CFR 65.10) and provide protection from the 1% annual chance of flood for residential, commercial, and industrial properties and critical regional and local public infrastructure.

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

All permitting and environmental documentation has been completed.**Deliverables**

- Memorandum identifying CEQA compliance and environmental permits for the Project.
- Copies of permits as required.

Budget Category C: Planning and Design

All planning and design documents necessary to permit, release bid documents, and award construction contract, have been completed.

Deliverables

Not Applicable

Budget Category D: Construction

This task includes all activities necessary to construct the Project.

Task D.1: Contract Administration

This task must comply with the Standard Condition D.10 - Competitive Bidding and Procurements, as applicable. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. Construction administration including project schedule coordination, development of invoices, budget management, tracking of expenditures and reporting.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Construction Contract
- Notice to Proceed

Task D.2. Construction

It is in the Funding Recipient's discretion to determine which activities are to be funded under the Funding Agreement. The following is a brief description of construction activities. As specific details become available, the Agreement will be amended to reflect the specific activities under Task D.2.

The Project will extend west from the Union Pacific Railroad Bridge for 0.46 miles, consists of constructing approximately 1,860 feet of floodwall parallel to the River and Ventura Road, approximately 360 feet of earthen levee embankment divided between the west and east ends, and 120 feet of a Flood Break barrier gate system across Ventura Road where the floodwall alignment changes from the north side of the road to the south side along the residential properties. The west extent of the Reach 4 earthen levee embankment ties into the recently completed Reaches 1-3 near the River Ridge Golf Course.

Deliverables

- Engineer's project completion certificate
- Project progress and completion pictures
- As-builts, as appropriate

EXHIBIT B

BUDGET

PROJECT: Santa Clara Levee Construction

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration	$0	$10,000	$10,000
B: Permitting and Environmental Documentation	N/A	N/A	N/A
C: Planning and Design	N/A	N/A	N/A
D: Construction	$1,000,000	$0	$1,000,000
Total	**$1,000,000**	**$10,000**	**$1,010,000**

EXHIBIT C

SCHEDULE

PROJECT: Santa Clara Levee Construction

DESCRIPTION	START	FINISH
A: Administration	October 1, 2024	March 31, 2027
B: Permitting and Environmental Documentation	N/A	N/A
C: Planning and Design	N/A	N/A
D: Construction	January 6, 2025	January 31, 2027

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2023 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. Funding Recipient's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of Funding Recipient's drug-free policy statement, and

ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.27. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.

D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Funding Recipient, its contractors, or subcontractors have made a false certification, or

B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.

D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.

D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.41. TIMELINESS: Time is of the essence in this Funding Agreement.

D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
    - Accounting of the cost of project expenditure
    - Include all internal and external costs not previously disclosed
    - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
    a) Receipts and deposits
    b) Disbursements
    c) State payment requests
    d) Expenditure tracking of State funds
    e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee 3 Construction Project

Finance & Governance Committee, November 26, 2024

Adam Smith, Project Manager
City Manager's Office

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Finance and Governance Committee recommends that the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;

2. Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee Construction Project; and

3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

As part of the State of California (State) Fiscal Year 2023-24 budget process, the City, in partnership with Assemblymember Steve Bennett, Assemblymember Jacqui Irwin, and Senator Monique Limón, successfully obtained $1 million in State funding from the State Department of Water Resources (DWR) for the Santa Clara River 3 (SCR-3) Levee Completion project

SCR-3 "REACHES"

Note: onstruction of Reaches 1-3 (Phase 1) was completed in 2018.
Phase 2 construction of Reach 4, including tie-in to Reach 3, is scheduled to begin in fall 2024.

BACKGROUND

- Upon completion of the project, the SCR-3 levee will be able to achieve FEMA levee certification
- This $1 million contribution will help provide crucial funding for the completion of Reach 4 of SCR-3

BACKGROUND

- The City will act as a pass-through for the $1 million from the State by entering into a yet-to-be-presented funding agreement to City Council between the City and Ventura County Watershed Protection District (VCWPD) for the construction and completion of Reach 4 of the SCR-3 levee
- VCWPD is the lead agency for the SCR-3 construction project
- This funding agreement will outline the terms and conditions of the funding transfer, the responsibilities of each party, and the timeline for the project

BACKGROUND

- Reach 4 of SCR-3 will provide flood protection to residents south of the levee system and protect vital public infrastructure
- This infrastructure includes a former cogeneration plant, municipal golf course, three municipal landfills, a hotel to the west, the Union Pacific Railroad bridge to the east, two elementary schools, and significant transportation arterial corridors in North Oxnard, including W. Gonzales Rd and Ventura Rd

BACKGROUND

- Progress on completing SCR-3 is continuing
- On October 29, 2024, the Ventura County Board of Supervisors approved VCWPD's plans and specifications for the SCR-3 levee project and awarded a construction contract to complete Reach 4
- Staff at VCWPD have estimated that construction will begin by the end of 2024 and last approximately two years

FINANCIAL IMPACT

- There is no match requirement for this grant
- Grant revenue of $1,000,000 will be recognized and appropriated to the State Grant Fund (210)
- City staff will return in early 2025 with a funding agreement between the City and VCWPD to transfer the State DWR funding from the City to VCWPD to help fund the SCR-3 construction project
- There is no impact on the General Fund for approving this funding agreement

That the Finance and Governance Committee recommends that the City Council:

1. Adopt a Resolution authorizing the City of Oxnard to enter into Agreement No. 4600015992 with the State of California Department of Water Resources to receive funds for the Santa Clara River Levee Construction Project and authorizing the City Manager or designee to execute the agreement on behalf of the City;

2. Accept a grant from the California State Department of Water Resources in the amount of $1,000,000 for the Santa Clara River Levee Construction Project; and

3. Authorize the City Manager or designee to execute the grant agreement and submit financial reports, grant claims, and approve the necessary budget appropriations for the use of the grant funds.

CITY OF OXNARD CALIFORNIA

THE END

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.5

DATE: December 17, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of $353,550 and appropriate an amount not to exceed $662,890 for FY 2024-25 expenses in the Golf Course Operating Fund (651).

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.)

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

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses which are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the five-year management agreement ("Agreement") that began on July 1, 2019.

On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations. Please see the staff report from the February 6, 2024, City Council meeting for reference (Attached).

On June 4, 2024, the City Council approved a term extension to AGC Agreement A-8157 for an additional eight months with a term date of February 25, 2025 (see staff report attached).

DISCUSSION

Second Amendment for Time Extension Only

Staff from Public Works is finalizing a new Agreement with AGC pursuant to prior direction from the City Council at the February 6, 2024, and June 4, 2024, City Council meetings. The major deal points (e.g. term length, compensation, measuring customer service, golf course improvements, capital improvements, and landfill post-closure maintenance) have been drafted and agreed upon by AGC, with only a few minor items to be completed. Staff anticipates concluding the drafting of the new Agreement by January 2025 and will bring a separate action to the City Council for consideration

of the new golf course operations agreement. The negotiated draft of the new Agreement will be presented to the City Council in early 2025 for the new Agreement to begin on July 1, 2025. Therefore, staff is recommending this four-month time extension for AGC to complete the current fiscal year of operations.

As noted in the February 6 and June 4, 2024 staff reports, authorizing the extension of the existing agreement with AGC, staff is proposing modifications to the compensation model which will be different than in the existing agreement. Additionally, staff is including language in the new agreement to incentives for improving the course conditions, repairing and replacing aging infrastructure, and continuing the profitability of the golf operations. Staff has drafted language in the new agreement to address and clarify these major elements that will provide specific objectives and criteria for measuring success.

In addition to providing financial thresholds and triggers for the operator to meet, there are also thresholds and requirements that are associated with the golf course experience for the customers. As such, in order to have a clean and separate accounting of revenues, expenditures, and incentives between the old agreement and the new proposed agreement, staff is recommending the extension of the existing agreement until the end of the current fiscal year. This will allow for:

1. The objectives/incentives in the current Agreement to be applied to the current thresholds and triggers
2. The new Agreement objectives/incentives to be based upon a complete fiscal year's worth of data
3. A defined start/stop date for the Annual Plan; consistent with the approved Annual Plan of expenditures and revenue
4. The current and next fiscal year records to be complete fiscal years that coincide with the current and new agreements

Recognition and Appropriation of Additional Funds

Revenues: FY 2024-25 Golf Fund revenues are projected at $6,500,000, up $353,550 from the original budget of $6,146,450.

Expenditures: FY 2024-25 Golf Fund expenditures are projected at $5,800,000 million, up $662,890 from the original budget of $5,137,191. The main reason for the increase in expenses is the replacement of the cart bridge on hole #18 and the unplanned capital replacement of the irrigation controls and central computer which are one-time expenses. Unfortunately, an unplanned Southern California Edison (SCE) power surge damaged the previous irrigation system beyond repair. City staff is working with SCE staff on a claim for reimbursement to the City for the cost of the new irrigation system.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

The Golf Management Agreement Second Amendment, to extend time only, will allow the Manager (AGC) to continue to manage and operate the golf course through the fiscal year in accordance with the standards set forth in the current Agreement and the most recently City-approved Annual Plan. Golf operations are funded by the Golf Enterprise Fund (651). The Adopted FY 2024-25 budget was set as the same as the Adopted FY 2023-24 budget.

Due to the performance of the golf operation during the past six months, staff requests to recognize an increase of $353,550 in budgeted revenues and the appropriation of $662,890 for additional expenses for capital improvements.

CATEGORY	FY 2024-25 BUDGET	BUDGET ADJUSTMENTS	FY 2024-25 PROJECTIONS

REVENUES:			
Golf Operations	$6,146,450	$353,550	$6,500,000
Misc Revenue	$265,200	$0	$265,200
Interest	$157,436	$0	$157,436
TOTAL	**$6,569,086**	**$353,550**	**$6,922,636**

CATEGORY	FY 2024-25 BUDGET	BUDGET ADJUSTMENTS	FY 2024-25 PROJECTIONS
EXPENSES:			
City Labor	$37,280	$0	$37,280
City Operations	$700,517	$0	$700,517
Golf Operator	$5,137,191	$662,890	$5,800,000
TOTAL	**$5,874,988**	**$662,890**	**$6,537,797**
NET DEFICIT/SURPLUS	**$694,098**	**($390,340)**	**$384,839**

Please note that the revenues for the golf course have exceeded expenditures for each of the years AGC has been the operator. Staff and AGC anticipate a similar result for this current fiscal year. Here is a summary of the last two fiscal years with respect to revenues and expenditures:

1. FY 2023-24: Revenues $7.3M; Expenditures $5.7M
2. FY 2022-23: Revenues $6.2M; Expenditures $4.7M

For Finance Use Only: Golf Course Operating Fund (Org. 6513640 Obj. 44100; Org. 6513641 Obj. 52400 & 53200)

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 4, 2024.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Second Amendment A-8157
2. First Amendment A-8157
3. Original Agreement A-8157
4. February 6, 2024 Staff Report
5. June 4, 2024 Staff Report
6. Presentation

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment ("Second Amendment") to the Management Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("Owner"), and AGC Management, LLC ("Manager"). This Second Amendment amends the Agreement entered into on July 1, 2019, by City and Manager. The Agreement previously has been amended on June 4, 2024, by a First Amendment.

RECITALS

WHEREAS, Owner and Manager are in the process of negotiating a new management agreement. The current management agreement expires on February 28, 2025, and the parties desire to amend the current agreement to extend the term to allow the current agreement to be completed with the current fiscal year and the new agreement to commence with the new fiscal year.

Owner and Manager hereby agree as follows:

1. Pursuant to Section 2.1, the City is exercising its second (4) month option term/period. The Agreement will be extended for four additional months beginning on March 1, 2025 through June 30, 2025. The parties may mutually agree to terminate this extension period upon completion and execution of a new management agreement.

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
□Luis Mc Arthur, Mayor[1] Date
□Jennifer Yates, Purchasing Agent [2]

AGC MANAGEMENT, LLC

_____ _____
Nick Foley, Vice President Date

_____ _____
Elyse Cook, Assistant Secretary, [3] Date

ATTEST:

_____ _____
Lourdes A. Lopez, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.

[2] The Purchasing Agent may execute any authorized agreement up to $200,000.

[3] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. A-8157

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment ("First Amendment") to the Management Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2024, by and between the City of Oxnard, a municipal corporation ("Owner"), and AGC Management, LLC ("Manager"). This First Amendment amends the Agreement entered into on July 1, 2019, by City and Manager.

RECITALS:

WHEREAS, Owner and Manager are in the process of negotiating a new management agreement. The current management agreement expires on June 30, 2024, and the parties desire to amend the current agreement to extend the term to allow sufficient time for the parties to complete the new management agreement or provide sufficient time for the City to issue a new solicitation for management services, which both must be approved by City Council.

Owner and Manager hereby agree as follows:

1. Section 2.1.1 is hereby added to the Agreement as follows:

2.1.1 After the expiration of the Term as stated in section 2.1, this Agreement will be automatically extended for an additional eight (8) months ending February 28, 2025. The parties may mutually agree to terminate this automatic extension period upon completion and execution of a new management agreement.

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

[Signatures on next page]

COUNCIL APPROVED
M.4 6/4/24
DATE

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

CITY OF OXNARD

6-4-24

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

AGC MANAGEMENT, LLC

Nick Foley, Vice President Date

Elyse Cook, Assistant Secretary [3] Date

ATTEST:

R. Chaparro 6/14/24

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

APPROVED AS TO FORM:

5/31/2024

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

1 The City Council must authorize and the Mayor must execute any agreement over $200,000.

2 The Purchasing Agent may execute any authorized agreement up to $200,000.

3 The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date

☐Jennifer Yates, Purchasing Agent [2]

AGC MANAGEMENT, LLC

Nick Foley 5-23-24

Nick Foley, Vice President Date

Elyse Cook, Assistant Secretary [3] Date

ATTEST:

R. Chaparro 6/4/24

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

APPROVED AS TO FORM:

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

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

AGC MANAGEMENT, LLC

Nick Foley, Vice President Date

Elyse Cook, Assistant Secretary[3] Date 05/23/24

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

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of July 1, 2019 (the "Commencement Date") by and between the City of Oxnard, California ("Owner"), and AGC Management, LLC, a Delaware limited liability company ("Manager").

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner is the owner and lessee of that certain real property located at Oxnard, California, known as "River Ridge Golf Club" which includes two golf courses, clubhouse and other related amenities, buildings, structures and improvements related thereto, as depicted on Exhibit "A" to this Agreement (the "Facility").

C. The Facility has previously been operated by High Tide & Green Grass, Inc. ("Prior Operator") under an agreement with the City which has expired.

D. Owner is also the owner of the football fields located adjacent to the Facility which are currently used by the Dallas Cowboys (the "Practice Fields").

E. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility and maintenance of the Practice Fields, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit "A-1" to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, Owner may, in its sole discretion, elect to renew this Agreement for up to two (2) additional one (1) year terms (each a "Renewal Term") by setting forth its intention to so renew in writing no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and Renewal Term(s) (if applicable) are collectively referred to herein as the Term.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 **Grant to Manager**. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with the approved Annual Plan, and in a manner comparable to and consistent with the management and

COUNCIL APPROVED
6/18/2019 JS
DATE

operational practices of Comparable Facilities to the extent established in the Annual Plan and approved by Owner (except as otherwise set forth in this Agreement). Manager shall perform its services in a professional, timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this Agreement, Manager, subject to the approval of Owner and in accordance with the Annual Plan and the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility. To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance. Manager shall work with, and obtain any necessary approvals from, the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director.

3.2 Annual Plans.

3.2.1 *Preparation*. Manager will submit to Owner at least sixty (60) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operations and ordinary repairs, replacements, alterations and maintenance, including the Practice Fields (ii) Furnishings and Equipment and Operating Inventory, (iii) advertising, sales, and business promotion and (iv) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Article 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Annual Plan for the initial Operating Year is attached as Exhibit "B" to this Agreement.

3.2.2 *Approvals*. Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from the Owner's designated project manager, the City of Oxnard City Manager, and/or the Owner's designated Department Director , such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than thirty (30) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan within such 30-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual

Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager and approved by Owner due to (a) increases in the number of guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval. Further, Manager and Owner shall meet on a monthly basis during the Term to review the Annual Plan, discuss the revenues and expenditures during the prior month, identify any discrepancies between the Annual Plan and actual expenditures, and to the extent commercially reasonable and practicable in order to permit Manager to continue operating the Facility and maintaining the Practice Fields to the standards required herein, consider potential revisions to the Annual Plan as may be necessary to address any reduced revenues or increased expenses which were not contemplated in the Annual Plan.

3.2.3 *Compliance*. Manager shall use its best efforts to operate the Facility in accordance with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 *Emergency Expenditures*. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event) to the extent required by that emergency; provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, Capital Improvement planning, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction supervision related to Major Capital Improvements ("Special Services"). Upon Owner's written request for the performance of a Special Services project, Manager shall prepare a scope of work

and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner's prior approval.

3.5 Responsibilities of Manager. Without in any way limiting Manager's right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner as may be applicable, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Manager's name, provided however that (a) any such contract which is for a term terminating after the next Annual Plan is due and for an aggregate cost in excess of five thousand dollars ($5000) and is not otherwise approved via an Annual Plan shall be approved in advance by Owner, and (b) in the event of a termination of this Agreement for any reason, Owner or Owner's designee shall assume any such contracts which are then in effect and unexpired at the time of such termination and indemnify and hold harmless Manager from and against any additional obligations thereunder which may accrued after termination of this Agreement;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good, safe and sanitary order, condition and repair, and additionally perform all necessary maintenance and repairs to the Practice Fields, including without limitation, the annual maintenance services described on Exhibit "C" attached hereto and in at least the same manner as described on Exhibit "C-1"; all such maintenance, repairs, decorations, revisions, alterations and improvements noted in this section to be Operating Expenses of the Facility. Manager shall have no authority to operate, use or perform any services related to the Practice Fields, other than the maintenance services set forth on Exhibit C-1, and shall not in any way be deemed to be the operator or manager or insurer of the Practice Fields, or the employer of personnel dedicated solely to the operation of the Practice Fields, or responsible for the Practice Fields in any way other than as set forth on Exhibit C-1;

(c) incur such expenses, as Operating Expenses of the Facility, as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Manager's name; and Owner agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise

cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including, with Owner's prior written consent, hiring legal representation and paying atorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims;

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations;

(h) routinely inspect and report on the condition of golf course improvements, facilities and equipment;

(i) submit a 5-year Capital Improvements program plan, updated annually, to Owner before the end of November of each contract year;

(j) assist, as needed, in the preparation of the Master Plan for the Facility;

(k) work with Owner in establishing realistic goals and practices in limiting golf course irrigation water consumption;

(l) allow the meeting room to be available for Owner meetings at no cost to Owner unless the room has been rented and generating revenue;

(m) use commercially reasonable efforts to eliminate or discourage coots at the Facility using current methods (steel shot) and notify the homeowner associations prior to implementation. If Owner deems the eradication of the coots an undesirable solution, Manager's alternative approach would include a "harassment program" and the use of lawfully allowed methods to discourage the coots;

(n) comply with all applicable ordinances, resolutions and local policies, including Owner's Living Wage Policy (a copy of which is attached hereto as Exhibit "D"); and

(o) comply with all applicable laws and regulations, including State-required prevailing wages, as this is a "public work," in accordance with Labor Code Section 1770 *et seq.* Manager shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. Manager shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. Manager shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto as Exhibit "E."

3.6 Personnel.

3.6.1 *General*. Subject to the Annual Plan and the terms of this Agreement, Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility . For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, agent or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate complaints regarding the general manager to Manager's regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be approved by Owner as part of the Annual Plan (or, in the event that a change in management staff occurs during an Operating Year and after the Annual Plan has been finalized, then as otherwise approved in writing by Owner) and be an Operating Expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 *Benefit Plans*. Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities, if such benefits have been approved in the Annual Plan, and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 *Temporary Assignment of Other Manager Personnel*. If Manager shall reasonably deem it advisable, and after Owner's prior written approval, Manager may temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an Operating Expense of the Facility.

3.6.4 *Nondiscriminatory Treatment.* Manager shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Manager

understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. Manager shall take commercially reasonable steps to ensure that its subcontractors, if any, comply with this Section 3.6.4.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a sports and entertainment facility, convention facilities and Community Special Events.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility or Practice Fields, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility, and shall comply with all Legal Requirements in performing maintenance of the Practice Fields.

3.8 Liquor License. Manager shall, as an Operating Expense of the Facility, obtain from Prior Operator the current liquor license issued by the State of California in Manager's name, permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of California governing the sale of alcoholic beverages. As an Operating Expense of the Facility, Manager shall maintain in its name (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise ensure the proper right and permission to sell alcoholic beverages at the Facility. Upon the termination of this Agreement for any reason, Manager shall cooperate in all respects and take all steps necessary to effectuate the transfer of the Facility's liquor license to Owner or Owner's designee, at no cost to Owner other than ordinary regulatory fees and reasonable attorneys' fees. From and after the termination date and continuing until the date which is six (6) months thereafter, Manager shall cooperate with Owner in Owner's efforts to obtain its own liquor licenses (or a transfer of Manager's liquor licenses) to serve alcoholic beverages at the Facility. Manager agrees, on the termination date, to cause Manager to enter into (or cause the holders of the current liquor licenses to enter into) mutually acceptable bills of sale, interim management agreements, concession agreements, leases and other documents reasonably relating to, among other things, the continued sale and service of alcoholic beverages at the Facility pending the transfer or issuance of all appropriate licenses and permits to Owner.

ARTICLE 4 – INSURANCE

4.1 Coverage.

(a) Manager agrees to procure and maintain, as an Operating Expense of the Facility, at all times during the Term, the insurance set forth on Exhibit "F":

(b) Manager shall have the right to raise the minimum amount of any insurance to be maintained with respect to the Facility under Subsections 4.1(a) above to make such coverage comparable to the amount of insurance carried with respect to Other Manager Facilities, taking into account the size, character and location of the Facility . At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility .

(c) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility . Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner's expense, such additional insurance as Owner deems adequate. Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 *Policies*. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility which are approved to do business in the State of California. The party procuring such insurance shall deliver to the other party all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 *Endorsements*. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 *Blanket Policies*. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for such blanket policies of insurance, as established in the approved Annual Plan, shall be charged to the Facility as an Operating Expense.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facility s, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment

of any loss under any insurance policy. Owner and Manager shall give notice to the insurance companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

ARTICLE 5 - MANAGEMENT FEE

5.1 Base Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to One Hundred Thousand Dollars ($100,000) per year, payable in twelve (12) monthly installments of $8,333.33. The Base Management Fee shall be paid to Manager in accordance with Section 5.3 of this Agreement.

5.2 Incentive Management Fee.

5.2.1 In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to (i) three percent (3%) of the first $900,000 of Adjusted Net Operating Income for a given Operating Year (the "Annual Threshold") and (ii) fifteen percent (15%) of the Adjusted Net Operating Income in excess of the Annual Threshold for a given Operating Year (the "15% Fee"). The Annual Threshold shall be increased annually by CPI.

5.2.2 If, in a given Operating Year, Net Operating Income is less than $0.00, the Incentive Management Fee for such Operating Year shall be reduced by an amount equal to the difference between $0.00 and actual Net Operating Income. So, for example, if Adjusted Net Operating Income for a given Operating Year is $100,000 but Net Operating Income for the same Operating Year is (-$1000), the Incentive Management Fee would be reduced from $3000 ($100,000 x .03 = $3000) to $2000 ($3000 - $1000 = $2000). Provided however, (a) the amount of the reduction may not be greater than the amount of the Incentive Management Fee for the given Operating Year, (b) in any subsequent Operating Year for which Net Operating Income is positive, any reductions in the Incentive Management Fee from a prior Operating Year or Years will be added to the Incentive Management Fee payable for such positive Operating Year, and (c) in the event that combined water and power costs in any Operating Year exceed the Excluded Expense Baseline, then for purposes of this paragraph Net Operating Income shall be calculated as if combined water and power costs for such Operating Year were equal to the Excluded Expense Baseline.

5.3 Payment Schedule. Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall pay the Incentive Management Fee, if any, to Manager within thirty (30) days following the final calculation of financial results for the Facility for the proceeding Operating Year. The Base Management Fee and Incentive Management Fee are sometimes referred to herein as "Fees." Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 Bank Accounts. In connection with operation and management of the Facility, the following bank accounts shall be established by Owner and Manager in a bank or banks approved by Owner, and shall be subject to Owner's control, audit and inspection (the "Bank Accounts"):

6.1.1 **Owner Account and Operating Account**. Owner shall establish a bank account for the Facility at a banking institution or institutions reasonably selected by Owner, such account to be in Owner's name (the "Owner Account"). Manager shall also establish a bank account for the Facility at a banking institution or institutions solely at the discretion of Manager, such account to be in Manager's name and sole control (the "Operating Account"). Manager will collect, receive and deposit into the Owner Account all monies received by Manager from the operation of the Facility. Owner shall deposit all funds required to be furnished by Owner as working capital funds under Section 6.3 of this Agreement into the Operating Account, and Manager will disburse those monies from the Operating Account only for the purposes set forth in this Agreement. Notwithstanding the provisions of the foregoing, Manager shall be entitled to maintain funds in reasonable amounts in "cash register banks" or in petty cash funds at the Facility but Manager shall not open any other bank accounts related to the Facility except for the Operating Account. All records and bank statements shall be subject to access and inspection by Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Owner Account. Upon termination of this Agreement for any reason, any funds remaining in the Operating Account after payment of all final expenses, costs and obligations of the Facility incurred during the Term shall be paid to Owner.

6.2 Expenditures. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and maintenance of the Practice Fields and related facilities and Manager's performance under this Agreement in accordance with the approved Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 Account Funding. Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility and to maintain the Practice Fields in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause the sum of $500,000.00 (the "Working Capital Amount") to be deposited into the Operating Account as initial working capital for the Facility. On the first day of each month during the Term, Manager shall notify Owner of the total funds then in the Operating Account, and within seven (7) business days following such notification, Owner shall deposit additional funds into the Operating Account in the amount required to bring the Operating Account balance to an amount necessary to pay the projected Operating Expenses for the upcoming month, which amount Manager shall request along with a detailed accounting of the projected Operating Expenses for the upcoming

month.; Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall analyze all bills received for services, work and supplies in connection with maintaining and operating the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available. If there are insufficient funds in the Operating Account to make any payment, Manager shall promptly notify Owner prior to any delinquency so that Owner shall have an opportunity to transfer sufficient funds for Manager to make such payment prior to the imposition of any penalty or late charge as provided herein. In the event that Manager should advance any of its own funds for the operation of the Facility due to the failure of Owner to timely fund the Working Capital Amount as required hereunder, or to make any other payment to Manager required hereunder, Manager shall be entitled, without any further approval or authorization of Owner, to reimburse itself for such advances, from the Operating Account upon funding of the Operating Account by Owner; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.4 Insufficient Funds. Manager shall monitor the Facility's cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account, including the anticipated monthly funding of the Working Capital Amount by Owner as set forth in Section 6.3, shall be projected to be or are insufficient to pay the Facility's Expenses for the following month ("Operating Deficits"), Manager shall notify Owner and request a sufficient additional amount ("Additional Working Capital") to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within seven (7) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient Additional Working Capital to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by the Annual Plan, or an emergency expenditure under Section 3.2.3 herein, Manager may reimburse itself from the Operating Account; provided, however, that in such situation Manager shall notify Owner in writing of such reimbursement.

6.5 Accounting Procedures.

6.5.1 Inspection and Disclosure of Records. Upon fifteen (15) days' advance written notice to Manager setting forth the time of inspection and records to be inspected, Owner or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Manager's records to the extent Owner deems necessary to ensure Owner is receiving all monies to which Owner is entitled under this Agreement or for other purposes relating to this Agreement. Manager acknowledges that the Owner must comply with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.). Accordingly, any and all records required to be provided to Owner under this Agreement are subject to public disclosure at any time, without notice, pursuant thereto, including but not limited to this Agreement in its entirety.

6.5.2 Records Preservation. Manager shall maintain and preserve all such records for a period of at least three (3) years after termination of this Agreement. If Manager fails to make such records available within Los Angeles County, California or at a mutually agreed upon place, Manager shall promptly reimburse Owner for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

6.6 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.7 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility and maintenance of the Practice Fields. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility and to the maintenance of the Practice Fields, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.8 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, an update to the Annual Plan together with monthly and year-to-date financial statements which shall include a balance sheet, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date; and

(b) within sixty (60) days after the end of each Operating Year, financial statements, including a balance sheet, a profit and loss statement and actual versus budget comparison showing the results of operation of the Facility for such year (it being understood and agreed that such annual statement will reflect the annual Base Management Fee paid to Manager, calculated as provided in Article 5).

6.9 Accounting Firm; Audit. Manager shall, if requested by Owner, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement and/or all other records or written materials used by Manager in generating the financial statements or perform agreed upon procedures requested by Owner. Manager shall promptly furnish all documents requested by Owner, train the accounting firm with respect to the use and application of Manager's accounting software and supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an Operating Expense of the Facility, unless the audit determines that an error of greater than five percent (5%) was made by Manager, in which case the costs of the audit will be paid by Manager and not as an Operating Expense of the Facility. Further, the State Auditor may examine and audit Manager for a period of 3 years after final payment under the Agreement. Regardless of whether a State or private audit is

performed, Manager shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by Owner, whichever occurs later.

6.10 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned or licensed or leased by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager within thirty (30) days of such expiration or termination; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner. After the thirty-day period, the accounting software and all other personal property at the Facility shall be owned by Owner if such was previously owned by Manager, and Manager shall reimburse any costs incurred by Owner in removing or returning any personal property leased by Manager or software licensed by Manager.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement , to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in the manner required by this Agreement and by that year's Annual Plan, or materially increases Operating Expenses as set forth in the Annual Plan unless approved by Owner or otherwise permitted by the terms of this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days.

Owner's right to terminate pursuant to this Section 7.1 shall be exercised upon thirty (30) days additional written notice to Manager given at any time after the applicable cure period has expired. Owner's termination notice shall specify the effective date of such termination.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 Curing Defaults. Any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence by a date which is not more than six (6) months after the date of notice of default.

7.4 Effect of Termination. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 Indemnification re Post-Termination Events. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to fulfill its legal obligations to assume and provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration of termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided

after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

7.7 Transition. Upon the termination of this Agreement, Owner and Manager shall cooperate, in good faith, to ensure an orderly transition of the management and operation of the Facility and the maintenance of the Practice Fields from Manager to Owner.

7.7.1 Employees. Subject to the provisions of section 3.6.1 of this Agreement, upon termination of this Agreement for any reason, Manager shall terminate all employees of Manager, and Owner (or Owner's designated new operator) shall rehire a sufficient number of Manager's employees at the Facility as employees of Owner (or Owner's designated new operator) so as to comply with the WARN Act and obviate any notice or other requirements thereunder.

7.7.2 Licenses and Permits. Upon termination of this Agreement for any reason, Manager shall, at no cost to Manager and Owner, if possible (and if not possible to do so at no cost to either party, then at Owner's cost), transfer any and all licenses and permits which are in Manager's name to Owner or Owner's designated new operator, and/or assist Owner or Owner's designated new operator in obtaining new licenses and permits as necessary.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 *Prohibited Assignments*. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 *Permitted Assignment by Manager*. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate or purchaser of Manager's assets expressly assumes all of Manager's obligations hereunder, and further provided that in the event of a sale of all or a substantial portion of Manager's assets to a third party, Owner shall have the right but not the obligation to terminate this Agreement with sixty (60) days written notice to Manager.

8.1.3 *Permitted Assignment by Owner*. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 *Remedies*. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 8.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence restoration of the Facility , but only to the extent that Owner has received insurance proceeds in connection with such damage or destruction.

9.2 Eminent Domain. If all of the Facility or premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed to repair any damage to the Facility, but only to the extent that Owner has received compensation in connection with such taking.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or Practice Fields or renovation or refurbishing designed to upgrade or change the nature or image of the Facility, or Practice Fields which costs more than $10,000 in the aggregate, shall be deemed to be a "**Major Capital Improvement**." Any Major Capital Improvement project is in Owner's sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by

Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility or for items utilized in the maintenance of the Practice Fields utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives' fees. In addition, all trade discounts, rebates and refunds pertaining directly to purchases for the Facility or for items utilized in the maintenance of the Practice Fields (but excluding refunds and rebates received by Manager in connection with purchasing or leasing related to all Other Manager Facilities) shall accrue to the benefit of Owner.

11.2 Purchases from Manager Affiliates. If any purchases of goods or services for the Facility are made from or through an Affiliate of Manager, the charges to the Facility for such goods or services shall be on the same terms as those made to Other Manager Facilities, and such charges shall not exceed the market prices for such goods and services. Manager shall disclose to Owner the prices paid by its Affiliates for any such goods and services. Further, in case of any actual or potential material conflict of interests as to any purchases, Manager shall (i) disclose to Owner in writing such conflict with sufficient details and specificity; and (ii) obtain a prior written approval from Owner for each instance.

11.3 Indemnities.

11.3.1 *Manager's Indemnity*. Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officials, officers, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting gross negligence or willful misconduct or fraud by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement or under the Annual Plans; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility or the maintenance of the Practice Fields (i) that is expressly prohibited by this Agreement or by any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein), or (ii) that is not within Manager's delegated authority under this Agreement or under any Annual Plan (unless an exception to the Annual Plan was approved by Owner or is otherwise permitted herein).

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) to the extent they are at the express direction or with the express approval of Owner, or to the extent any acts or omissions taken (or in the case of omissions, not taken) constitute gross negligence or willful misconduct by Owner, unless such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager.

11.3.2 *Owner's Indemnity*. Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility, or the operations thereof:

(a) To the extent relating to or arising from the presence in, on, under or about the Facility, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the Facility (collectively, the "Hazardous Materials"), including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the Facility, and the preparation and implementation of any closure, remedial or other required plans: provided that if the presence or disturbance of the Hazardous Materials was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2; or

(b) To the extent resulting from any act or omission by Manager in connection with the management and operation of the Facility (i) that is expressly authorized by this Agreement, or (ii) that is within the scope of Manager's duties under this Agreement, or (iii) that is within Manager's delegated authority under this Agreement, or (iv) that was at the express direction or with the express approval of Owner, unless and to the extent that such act or omission constitutes gross negligence or willful misconduct or fraud on the part of any employee of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified, protected, defended or held harmless under this Section 11.3.2.

11.4 Facility Names. The Facility and Practice Fields shall be known by such trade names and/or trademarks or logos as may from time to time be determined by Owner. All names, logos and designs used at the Facility and Practice Fields shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name "American Golf Corporation" or the initials "AGC" or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name "American Golf Corporation" and the initials "AGC," together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility but excepting any use of the names "Oxnard" or "River Ridge" or use of any version of the

Oxnard logo), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the "Manager -Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise after the termination of this Agreement. In the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner's cost of such items. Nothing herein shall authorize Manager's use of any version of Oxnard's logo without prior written authorization from Owner.

11.5 **Notices**. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax") or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a "hard copy" of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

City of Oxnard, California
305 W. Third Street, Third Floor
Oxnard, California 93030
Attention: Public Works Director

With a copy to:

City Attorney
City of Oxnard
305 W. Third Street, Suite 100E
Oxnard, California 93030
Fax: 805-385-7423

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
909 Pacific Coast Highway , Suite 650
El Segundo, California 90245
Attention: Legal Department
Facsimile: (310) 664-6165

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.6 Mortgages. No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage. Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.8 Modification and Changes. This Agreement may be amended or modified only by a writing signed by both parties.

11.9 Understandings and Agreements. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility and maintenance of the Practice Fields.

11.10 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.11 Consents. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.12 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.13 Third Parties. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.14 Waivers. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.15 Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California. Venue for any action relating to this Agreement shall be properly in Ventura County, CA, Superior Court. Manager shall comply with all applicable laws in the performances of services hereunder.

11.16 No Presumption Regarding Drafter. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.17 Enforceability of Any Provision. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.18 United States Currency. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.19 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement. A signed copy of this Agreement transmitted by fax or email to either of Owner or Manager shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

11.20 Gender and Number. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 Further Assurance. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 Waiver of Jury Trial. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

11.23 Documents and Materials. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Manager pursuant to this Agreement specifically for the Facility and not for use at any other facilities operated by Manager ("Documents and Materials") shall be the Owner's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the Owner without restriction or limitation upon their use, duplication or dissemination by the Owner. Manager shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Manager hereby assigns to the Owner all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the Owner pursuant to this Section 11.23. Manager shall deliver all Documents and Materials to Owner's Project Manager upon completion of the services or termination of this Agreement as an expense of the Facility. Additionally, anytime at Owner's request, Owner shall be entitled to possession of, and Manager shall furnish to Owner's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost to Owner. In both situations, if Manager prepares Documents and Materials on a computer, Manager shall provide Owner with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the Owner. Manager may retain copies of these Documents and Materials but must request permission from the Owner before use, duplication or dissemination of these Documents and Materials for any purpose other than for the services provided to the Owner pursuant to this Agreement. Any substantive modification of the Documents and Materials by Owner staff or any use of the completed Documents and Materials for other Owner projects, or any use of incomplete Documents and Materials, without the written consent of Manager, shall be at Owner's sole risk and without liability or legal exposure to Manager. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Documents and Materials, and that the Owner has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Manager shall defend, indemnify and hold Owner's officials, officers and employees harmless from any loss, claim or liability in any way related to a claim that any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws

relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Manager shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the Owner is held to constitute an infringement and the use of any of the same is enjoined, Manager, at its own expense, shall: secure for Owner the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for Owner: or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This Section 11.23 shall survive the termination of this Agreement.

11.24 Confidential Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of Owner, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to Owner, or to a third party whose information is in Owner's possession or control under obligations of confidentiality, and which is disclosed to Manager or is developed by Manager in whole or in part at Owner's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254(n) and 6255, which exempts Owner's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, Owner will provide the requested information to Manager pursuant to the terms of this Agreement, and Owner's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by Manager without the written consent of Owner, except as may be necessary for Manager to fulfill its obligations to Owner.

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

disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Manager shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Manager. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon Owner to deal in good faith, Owner makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Manager in reliance on any confidential information disclosed under this Agreement.

g. Manager will use the confidential information solely for the limited purposes of providing the services and fulfilling its obligations hereunder.

h. Except as otherwise agreed upon by the Parties, Manager shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to Owner, Manager acknowledges and agrees that: the confidential information is valuable to Owner, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to Owner; and that Owner could be entitled to seek injunctive relief, specific performance or both if Manager breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of Owner. Following Manager's completion of the Services, Manager shall promptly destroy all such confidential information in its possession or control and certify such destruction to Owner in a writing signed by an authorized representative.

k. This Section 11.24 shall survive the termination of this Agreement.

11.25 Conflict of Interest. If, in performing the Services set forth in this Agreement, Manager makes, or participates in, a "governmental decision" as described in Title 2, Section 18700(c)(4) of the California Code of Regulations, or performs the same or substantially all the same duties for Owner that would otherwise be performed by an Owner employee holding a position specified in Owner's conflict of interest code, Manager shall be subject to Owner's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Manager's personnel providing the services set forth in this Agreement. Furthermore, Manager shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Manager "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by Owner on any matter in connection with which Manager has been retained pursuant to this Agreement.

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

11.27 Manager's Representations. Manager warrants and represents that: (a) Manager is experienced in the management of public golf courses, and will to the best of its ability perform the services hereunder in accordance with the terms and conditions as set forth in this Agreement; (b) to the best of Manager's knowledge, there are no obligations, commitments or impediments of any kind that will prevent Manager's full performance under this Agreement; (c) to the extent required by the standard of practice, Manager has considered and fully understands the scope of services set forth hereunder.

11.28 Compliance with Laws. In performing the services under this Agreement, Manager shall comply with all applicable laws, ordinances and regulations. Before providing any services under this Agreement, Manager shall, at its own expense, obtain and maintain any certificates, licenses and permits which may be required to permit Manager to do business in the City of Oxnard, including a City of Oxnard business tax certificate. For clarity and the avoidance of doubt, nothing in this section 11.29 shall require Manager to expend its own funds to obtain all necessary licenses, permits and certificates required for the operation of the Facility and the business conducted at the Facility, the costs of which will be an Operating Expense of the Facility.

11.29 Intellectual Property Warranties and Representations. Manager warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services. Manager shall bear the costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services hereunder, provided however that a portion of such costs, commensurate with the usage of the foregoing in the operation of the Facility, shall be allocated as an Operating Expense of the Facility as set forth in the Annual Plan.

11.30 Taxes. Manager shall be liable for and agrees to pay promptly and prior to delinquency, at its own expense and not as an Operating Expense of the Facility, any tax or assessment which may be levied by any governmental authority solely against Manager, related to Manager's corporate existence or corporate operations, separate and independent from any taxes which are levied by any governmental authority and related to the ownership, operation or possession of the Facility, which shall be Operating Expenses of the Facility.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

CITY OF OXNARD, CALIFORNIA

By: Tim Flynn 6/24/19
Tim Flynn, Mayor

ATTEST:

Elizabeth Rubalcava 6/24/19
Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

6/21/19
Stephen M. Fischer, City Attorney — Date

"MANAGER"

AGC Management, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[1] Owner requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

CITY OF OXNARD, CALIFORNIA

By: _____
Tim Flynn, Mayor

ATTEST:

_____ _____
Michelle Ascencion, City Clerk — Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney — Date

"MANAGER"

AGC Management, LLC

By: _____
Name: Rick C Rosen
Title: CFO

By: _____
Name: Jim Tweckler
Title: President

[1] Owner requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

FACILITY MAP

(See Attached)

RIVER RIDGE GOLF CLUB
SANTA CLARA LANDFILL
COASTAL LANDFILL
Legend
Water Wells
Existing Gas Monitoring Wells (Wells 8 and 17 are Inactive)
Ground Water Monitoring Wells
OWNER
CASDEN
VRSD
CITY OF OXNARD
Santa Clara Landfill 1000ft Boundary
0
500
1,000
2,000 Feet
N
S
E
W

EXHIBIT A-1 - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct common control of an entity or person.

Adjusted Net Operating Income means Gross Revenues minus Net Operating Expenses.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility which is considered a capital expenditure under GAAP, the cost of which is not charged to ordinary property operations, repair, replacement, alteration and/or maintenance.

Community Special Events means hosting a variety of golf and non-golf events such as movie nights, 4th of July, concerts at the course, food/beverage tastings, 5k or 10k runs, tournaments, disc golf, foot golf and youth activities/programs.

Comparable Facilities means (i) Olivas Links and Buenaventura both in Ventura, California, (ii) Los Robles in Thousand Oaks, California and (iii) Rustic Canyon Golf Course in Moorpark, California.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits but only to the extent established in the Annual Plan and approved by Owner or otherwise approved by Owner as set forth in Section 3.6.1.

CPI means The United States Department of Labor, Bureau of Labor Statistics, All Items Consumer Price Index for All Urban Consumers (all items for Los Angeles – Long Beach – Anaheim, California on the basis of 1982 - 1984 equals 100). Notwithstanding the foregoing, if the format or components of the CPI are materially changed after the date hereof, then Owner and Manager shall mutually agree to a substitute index which is published by the Bureau of Labor Statistics or similar agency and which is most nearly equivalent to the CPI in effect as of the date hereof.

Excluded Operating Expenses means utility costs, insurance premiums (excluding workers compensation), cart and equipment lease payments, Capital Improvements, personal property taxes, and any possessory interest taxes owed by Owner.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the

Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

(a) Cash refunds or credits allowed on returns by customers;

(b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;

(c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons

(d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

(e) The amount of any gratuities paid or given by customers to Facility employees;

(f) Proceeds of insurance other than business interruption insurance or similar types of insurance;

(g) Any interest earned on any Owner provided bank account or funds;

(h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and

(i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Facility and/or the maintenance of the Practice Fields and the operation of the Facility and/or the maintenance of the Practice Fields.

Major Capital Improvements has the meaning set forth in Article 10.

Net Operating Expenses means Operating Expenses minus Excluded Operating Expenses.

Net Operating Income means Gross Revenues minus Operating Expenses plus any expenses for Capital Improvements.

Operating Expenses means utility costs, costs of purchasing Operating Inventory, Compensation and expenses of the management staff and other employees directly employed at the Facility, advertising and promotion, ordinary repairs, replacements, alterations and maintenance, cart and equipment lease payments, insurance premiums, the Base Management Fee, taxes and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on the Commencement Date or any anniversary of the Commencement Date.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Excluded Expense Baseline means $900,000 for the initial Operating Year of the Term, plus three percent (3%) per annum for each Operating Year thereafter.

EXHIBIT B

ANNUAL PLAN FOR INITIAL OPERATING YEAR

(See Attached)

River Ridge

Twelve Month Spread - 2019-20 Fiscal Year Plan

	Jul-19 Plan	Aug-19 Plan	Sep-19 Plan	Oct-19 Plan	Nov-19 Plan	Dec-19 Plan	Jan-20 Plan	Feb-20 Plan	Mar-20 Plan	Apr-20 Plan	May-20 Plan	Jun-20 Plan	Fiscal Year Total
Summary Income Statement													
Revenue													
Green Fees	255,000	245,000	170,000	160,000	151,000	152,000	150,000	150,000	155,000	160,000	175,000	185,000	2,108,000
Cart Rental	78,000	73,000	69,000	67,900	56,000	56,000	50,000	50,000	56,000	61,000	66,000	66,000	748,000
Driving Range	18,000	21,400	22,600	26,900	28,000	31,200	29,200	31,300	37,600	41,800	46,000	46,000	380,000
Instruction	1,000	1,000	1,000	1,000	500	500	500	500	1,000	1,000	1,000	1,000	10,000
Merchandise	20,500	20,500	20,000	19,200	19,200	19,000	17,000	17,000	18,500	19,000	20,500	20,500	230,900
Food	45,000	45,000	43,000	42,000	41,000	46,000	30,000	30,000	42,000	44,000	45,000	46,000	499,000
Beverage	23,000	23,000	23,000	23,000	22,000	25,000	18,000	18,000	22,000	23,000	23,000	23,000	266,000
Other	8,500	8,500	8,500	8,200	8,200	9,400	4,800	4,800	8,300	8,300	8,500	8,500	94,500
Gross Revenue	**449,000**	**437,400**	**357,100**	**347,300**	**325,900**	**339,100**	**299,500**	**301,600**	**340,400**	**358,100**	**385,000**	**396,000**	**4,336,400**
Cost of Sales													
Merchandise	13,950	13,950	13,600	13,040	13,040	12,900	11,540	11,540	12,550	12,900	13,950	13,950	156,910
Food	13,500	14,310	13,760	13,440	13,120	14,720	9,600	9,600	13,440	14,080	14,400	14,720	158,690
Beverage	6,210	6,210	6,210	6,210	5,940	6,750	4,860	4,860	5,940	6,210	6,210	6,210	71,820
Total Cost of Sales	**33,660**	**34,470**	**33,570**	**32,690**	**32,100**	**34,370**	**26,000**	**26,000**	**31,930**	**33,190**	**34,560**	**34,880**	**387,420**
Gross Profit	**415,340**	**402,930**	**323,530**	**314,610**	**293,800**	**304,730**	**273,500**	**275,600**	**308,470**	**324,910**	**350,440**	**361,120**	**3,948,980**
Payroll													
Golf	11,218	11,218	10,645	10,645	10,073	10,073	10,073	10,073	11,041	11,790	12,363	12,363	131,571
Carts & Range	16,485	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,057	17,630	17,630	17,630	205,829
Course Maintenance	82,084	82,084	82,084	82,084	82,084	82,084	79,794	79,794	83,229	85,519	85,519	85,519	991,875
Food & Beverage	37,665	37,600	37,600	37,600	37,028	37,028	34,738	34,738	36,867	38,173	38,173	38,173	445,360
General & Administrative	17,283	17,970	18,084	18,084	18,084	18,084	18,084	18,084	18,141	18,485	18,485	18,485	217,352
Facilities	4,233	4,233	4,233	4,233	4,233	4,233	3,775	3,895	4,233	4,233	4,233	4,233	50,000
Total Payroll (Living Wage)	**168,967**	**170,161**	**169,703**	**169,703**	**168,558**	**168,558**	**163,520**	**163,640**	**170,568**	**175,829**	**176,401**	**176,401**	**2,042,007**
Other Operating Expenses													
Golf	5,500	1,500	3,500	500	500	1,500	500	500	500	1,500	500	3,500	20,000
Carts & Range	14,800	6,800	5,500	4,500	4,300	10,300	4,300	4,300	5,300	9,300	4,300	5,300	79,000
Course Maintenance	34,000	35,000	44,000	38,000	28,500	28,500	26,500	27,500	39,500	36,500	36,500	39,500	414,000
Food & Beverage	11,576	5,250	5,250	7,250	5,250	7,250	5,250	5,250	5,250	5,250	5,250	7,750	75,826
General & Administrative/Base Mgmt. Fee	39,693	18,093	18,093	17,593	17,598	18,098	17,098	17,098	17,098	18,098	18,098	18,098	234,956
Facilities	2,550	2,250	2,250	2,550	2,250	2,450	2,250	2,250	2,550	2,250	2,250	2,915	28,765
Total Other Operating Exp	**108,319**	**68,893**	**78,593**	**70,393**	**58,398**	**68,098**	**55,898**	**56,898**	**70,198**	**72,898**	**66,898**	**77,063**	**852,547**
Adjusted Net Opearting Income	**138,055**	**163,876**	**75,234**	**74,514**	**66,844**	**68,074**	**54,082**	**55,062**	**67,704**	**76,184**	**107,141**	**107,656**	**1,054,426**

Utilities													
Water	37,000	37,000	22,000	22,000	17,000	17,000	17,000	17,000	37,000	37,000	50,000	50,000	360,000
Power & Natural Gas	9,000	13,000	13,000	13,000	10,000	10,000	10,000	11,000	13,000	13,000	13,000	13,000	141,000
Telephone	550	550	550	550	550	550	550	550	550	550	550	550	6,600
Waste	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Total Utilities	**48,550**	**52,550**	**37,550**	**37,550**	**29,550**	**29,550**	**29,550**	**30,550**	**52,550**	**52,550**	**65,550**	**65,550**	**531,600**
Leases & Rentals													
Cart Leases	14,100	14,100	-	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	15,400	166,800
Equipment Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Leases & Rentals	**14,100**	**14,100**	**-**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**15,400**	**166,800**
Other Oper Exp													
Personal Property Tax	-	13,000	-	-	-	-	-	-	-	-	-	-	13,000
Insurance	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total Other	**3,000**	**16,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**49,000**
Total Operating Expenses	**342,936**	**321,704**	**288,846**	**296,046**	**274,906**	**284,606**	**267,368**	**269,488**	**311,716**	**319,677**	**327,249**	**337,414**	**3,641,954**
Net Operating Income	**72,405**	**81,226**	**34,684**	**18,564**	**18,894**	**20,124**	**6,132**	**6,112**	**(3,246)**	**6,234**	**23,191**	**23,706**	**307,026**

EXHIBIT C

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Practice Fields Maintenance Schedule 2019

July 1st- July 6th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mow fields Monday-Saturday
-Fertilize with 46-0-0 and 6-24-24.
-Adjust irrigation as needed by 1pm.

July 7th-July 13th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
Mow fields Monday-Saturday
-Spray chemicals Primo Maxx, Iron Man, and Green Toes.
-Adjust irrigation as needed by 1pm.

July 14th- July 20th

-Coordinate fence & tower install inside fields, help fence factory, lifts(3)?
-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize with 15-15-15
-Adjust irrigation as needed by 1pm. (increase/decrease)

July 21st- July 27th

Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Spray chemicals Primo Maxx, Iron Man, and Green Toes.
Adjust irrigation as needed by 1pm. (increase/decrease)

July 28th- August 5th

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize if necessary. Spread second application of soil surfactant LT120
Adjust irrigation as needed by 1pm. (increase)

August 6th- End of Camp

-Check and hand water eastern end of fields for heat dry spots, blow and fill divots with a 2:1 topper/sand mix on a daily basis.
-Mondays clean grass clipings along fence lines.
-Mow fields Monday-Saturday
-Fertilize or spray fields if necessary.
-Adjust irrigation as needed by 1pm. (increase)

[redacted]

Current as of 5/20/19

Days: M,T,W,F,Sa Start Times: 7pm,9pm,11:45pm

Stations: 1-8 @ 10 minutes

9-12 @ 5 minutes

13 @ 4 minutes

Beginning of camp [illegible]

Days: M,W,F,Sa Start Times: 7pm,10:30pm,11:45pm

Stations: 1-8 @ 2 minutes

[illegible]

10-12 @ 1 minutes

13 @ 2 minutes

After is scheduled to start increasing on the 3rd week of camp. Subject to change as [illegible]

[redacted] (160 Gallons) per application

Chemical Used: Primo Maxx, 115 oz, Iron Man: 2.5 Gallons, Green Toes: 2 quarts

Fertilizer Used: 46-0-0, 6-24-24'18-9-18, 15-15-15

[illegible] August 1st

Bonstar

EXHIBIT C-1

MAINTENANCE – PRACTICE FIELDS

(See Attached)

Scope of Work:

- Fields will be mowed as needed at ½" with John Deere 3235's. These are 5gang reel unit fairway mowers. These will be augmented with Toro 1445 trim mowers and Buffalo blowers if the fields need to be blown.
- Aerification will be done with a Toro Fairway Aerator, drug in with drag mats, blown into windrows with a Buffalo blower and then swept with a Toro sweeper.
- Fertilization will be done with a Lely spreader and depending on the soils analysis we'll apply the appropriate fertilizer for optimum growth. Just prior to the Cowboys arrival we've always increased the phosphorus and potassium levels to make the grass more wear resistant.
- Herbicide applications will be done with either a Toro or John Deere spray rig and granular applications will be made with a Lely spreader. Pre-emergent applications will be timed based on soil temperature to maximize efficacy. Post emergent applications will also be based on weather conditions to enhance the transition from Poa and volunteer Ryegrass to the hybrid Bermuda grass desired.
- Topdressing will be done with washed plaster sand to match the sand the fields were originally built with to avoid layering. The sand will be spread with a Tycrop MH400 material delivery unit and drug in with drag mats.
- Composting the fields will be done using a Tycrop 400 and drug in with drag mats.
- Field levels will be shot biannually and topdressing will be applied to lower areas to level the surface.
- Grooming or verticutting the fields will also aid in producing a healthier and more level surface.
- Records will be available at any time and we will always be available to city staff.

Schedule:

- January the fields require little maintenance and are mowed as few times as possible. There could be hours spent cleaning up after rainstorms.
- February is very similar in that we do as little as possible to maintain the fields and make them available for kids soccer. This is when we take soil samples to be analyzed and possibly begin post emergent herbicide applications.
- March is when the activity usually picks up with, a mowing frequency increase, post emergent herbicide applications and field fertilizations. Topdressing and composting the fields is standard and depending on the weather we could aerify the fields also.
- April will typically see the aerification done on the fields as well as a topdressing and composting. The mowing schedule is about the same as March but we often verticut the fields to remove thatch and the dead and dying Poa Annua and volunteer Ryegrass. This also helps to level the playing surface.
- May we topdress, compost ,fertilize and usually increase the mowing frequency.
- June is spent prepping for the Cowboys summer camp by applying more phosphorus and potassium, increasing the mowing schedule and continuing with topdressing and composting.
- July is when training camp begins and the level of activity depends on what the Cowboys require. We mow the fields 3 to 4 times a week, drag the dew off in the mornings and fill divots left from the previous days practice. Each mowing requires the fields be blown off afterward. We do a lot of hand watering during training camp.
- August after the camp is completed we begin rehabbing the field with fertilizer applications, topdressing and composting. Toward the end of this month we will aerify the fields.
- September mowings decrease, topdressing and composting continue and if we were not able to aeify the fields in August due to scheduling we will do them now.
- October as the days grow shorter and the weather cools the Bermudagrass growth slows down and our efforts do also. This is when we try to do as little as possible to maintain the fields but ensuring they are suitable for youth soccer and/or any events the Radison Hotel puts on.
- November same as October, anytime in these months that we can topdress and compost the fields we will. This is dependant upon the weather and growth curve on the fields, once they grow over the previous topdressing/composting we do it again.
- December fewer hours and mowing. Mainly spent on clean up after rain storms.

EXHIBIT D
LIVING WAGE POLICY EXHIBIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

11.31 Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

EXHIBIT E
PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the

subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

EXHIBIT F

INSURANCE REQUIREMENTS FOR FACILITY MANAGERS

1. Manager shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by Manager, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $3,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City of Oxnard ("City").

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

Crime/Employee Dishonesty Policy in an amount not less than $3,000,000. The Crime/Employee Dishonesty Policy shall name the City of Oxnard as a Joint Loss Payee.

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

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

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

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

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

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

6/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-X.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A — SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE $6,000,000 PRODUCTS COMP/OP AGG $3,000,000 PERSONAL & ADV INJURY $3,000,000 EACH OCCURRENCE $3,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $2,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Property insurance against all risks of loss to any tenant improvements or betterments Crime/Employee Dishonesty Policy				LIMIT OF INSURANCE $3,000,000

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

SAMPLE

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD **Attn: Insurance Compliance** **Reference No._____** **P.O. Box 100085 – OX** **Duluth, GA 30096** **Via Email: cityofoxnard@ebix.com** **Via Fax: 678-259-1007**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

APPLICABILITY.

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

Name _____
Address _____
_____
Telephone (____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐_____

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

Signature _____
(original signature required)

Telephone (____) _____ Date Signed _____

Rev. 6'19

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

SUBMIT IN DUPLICATE

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

PRODUCER	POLICY INFORMATION:
	Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $ _____ applies to coverage ☐ Per Occurrence ☐ Per Claim (which)
NAMED INSURED	APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE	OTHER PROVISIONS
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	
LIMIT OF LIABILITY $ _____ per accident, for bodily injury and property damage.	**CLAIMS:** Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ _____ Telephone: _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed _____

Rev. 6/19

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: February 6, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Golf Management Agreement. (10 minutes)

RECOMMENDATION

That the City Council authorize staff to enter into negotiations with American Golf Corporation for a new Agreement to manage the River Ridge Golf Club operations.

(The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/69uH3oiNOTs

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

DISCUSSION

With the pending expiration of the AGC Agreement, which will occur on July 1, 2024 for the management of the golf operations, staff has been identifying options for a new agreement with a vendor to operate the golf course enterprise. Generally, two options are available for a third-party vendor to manage the golf operations: (1) send out a new Request For Proposals (RFP) for all vendors to submit individual proposals or (2) directly negotiate with the existing vendor based upon certain criteria. The Public Works Department has confirmed with the City's Purchasing Agent, per Article 4-52 of the City Code for Trade and Professional Services, that the City may enter into new negotiations with AGC based upon their performance of managing the golf operations during the current Agreement. Staff has identified three key elements to make this recommendation to the City Council. These include: financial stability/viability, customer satisfaction, and the condition of the golf course.

KEY ELEMENTS:

Financial -

The golf operations have been profitable during each operating year of AGC's management. This includes the COVID years when the golf operations posted net profits of $2.2 million in FY 2020-21 and $1.8 million in FY 2021-22. For FY 2022-23, the total revenues were $6.2 million with expenditures of $4.7 million. Therefore, the net revenue for the golf operation in FY 2022-23 was $1.5 million. The declining net revenues for each fiscal year are directly associated with the increases for living wage, prevailing wage, and the increasing costs of utilities and goods and services. To generate more

revenue, the golf course green fees were increased by an average of $5 per round beginning on July 1, 2023. The FY 2023-24 Golf Annual Plan had projected revenues of $6.1 million. However, after the first half of this fiscal year, the revenues are now projected to exceed $7 million.

The net revenues for each fiscal year remain with the Golf Enterprise Fund as the Fund Balance. The Fund Balance is the accumulation of operating surpluses that includes the annual net revenues. At the completion of each fiscal year, these surpluses are transferred into this fund and can only be used for the operations and improvements of the golf operations. For best management practice, per Council policy, the Fund Balance reserves $1.4 million to cover six months of golf operating expenses. Therefore, the Golf Enterprise available fund balance, in excess of the Council policy, as of June 30, 2023 is $3.3 million.

The annual net revenue amounts posted by AGC for the golf course operations were not seen under the previous golf course operator and agreement.

Customer Satisfaction -

Between October 10, 2023 and December 10, 2023, a customer survey was conducted to measure the satisfaction of golf course users based on the management by AGC. This survey was targeted to actual golf course users who are on the email list for the River Ridge Golf Club. Additionally, a computer was provided in the pro shop for customers to take the survey in person. The survey results (Attachment 1) were calculated from 1,094 customers. It is interesting to note that 62% of the golf course customers are not residents of the City of Oxnard, and 64% of the customers do not consider River Ridge to be their primary course. Therefore, the majority of the revenues that are generated by the golf operations are from non-residents. In terms of value, 55% of the users surveyed consider the golf course to be a good or excellent value, while 29% consider it a fair value, and only 2% consider it a poor value. In response to the friendliness of staff, 95% of the customers surveyed consider the staff to be “Friendly” to “Very Friendly”.

Course Conditions and Improvements -

In terms of the golf course conditions, 35% consider the golf course conditions to be in “Average Quality”, 40 % “Good Quality”, and 5% “Excellent Quality”. Finally, 58% of the users consider the golf course to be in better condition than it was three years ago.

In FY 2022-23, the golf operations generated over $400,000 for receptions and events. Currently, there are $328,000 in deposits and contracts for scheduled receptions and events with another six months remaining in this fiscal year. To accommodate more services that will generate more revenue, the City has a Capital Improvement Project (CIP) to construct a new Event Pavilion at the River Ridge Golf Club to accommodate more events such as golf receptions, weddings, end-of-life celebrations, and other private parties. The current CIP budget for the Event Pavilion is $600,000. However, after an initial feasibility review, this project will require additional funding. In response, AGC is proposing, subject to a new agreement for up to 10 years, to assist with the new Event Pavilion by contributing up to $525,000 total, in installments from their annual incentive fee, towards the costs of this project. If staff is directed to work directly with AGC on a new agreement, this is one of the topics and amounts that will be negotiated in the best interest of the golf course operations and keeping within the allowable procedures and process for procurement.

Summary -

As a result of AGC’s performance since July 1, 2019 as measured by the continual annual postings of positive revenues, the positive feedback from the recent customer survey, and the proposal by AGC to assist with funding the facility (e.g. event space improvements), staff recommends receiving approval from the City Council to enter into negotiations to continue the management of the golf operations by American Golf Corporation through a new negotiated Agreement. The new negotiated terms, Agreement, and cost will be brought back to the City Council for review, comments, edits, and final approval.

Alternative -

As an alternative to negotiating directly with AGC, staff would produce a RFP and solicit for proposals to be evaluated. Staff does not recommend this option because AGC has proven their qualifications and performance and there

is no guarantee that the RFP process would result in an operator that could equal or better the success of AGC. Therefore, staff recommends approval to enter into negotiations for a new agreement and save the time and resources that will be required for the RFP process.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There is no direct financial impact with approving this recommendation. River Ridge Golf Course operates as an Enterprise Fund. Therefore, operational expenses are paid through golf course revenues with no impact on the General Fund. The cost for the new golf management agreement by AGC, or another operator, will be presented to the City Council for approval at a future Council meeting and will remain an operations cost of the Golf Enterprise Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee was scheduled to consider this item on January 9, 2024. That meeting was canceled and the item is being brought directly to Council for action due to time constraints.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. River Ridge Golf Course User Survey _ SurveyMonkey
2. Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. L.4

DATE: June 4, 2024

TO: City Council

FROM:
Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Extension of Golf Management Agreement A-8157. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the First Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only with a term of eight months ending on February 28, 2025.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on February 6, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

The City of Oxnard owns the River Ridge Golf Club ("golf operations"), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation ("AGC"). AGC was awarded the management agreement ("Agreement") that began on July 1, 2019 and will expire on June 30, 2024.

On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations. Please see the staff report from the February 6, 2024 City Council meeting for reference (Attached).

DISCUSSION

Since the City Council's approval on February 6, 2024 to negotiate a new agreement with AGC, staff from Public Works has been developing updated language for the new agreement. During this same period, staff has been in communication with AGC representatives about the key elements of the proposed new agreement. Some of the major elements in the proposed agreement are:

1. Financial compensation to the golf course operator; to include the base fees and incentive fees
2. Customer satisfaction tracking and scoring
3. Condition of the golf course and improvements to the facilities (e.g. event space)
4. Required maintenance as it relates to the closed landfill (Post-Closure Maintenance Plan)

Staff is including language in the new agreement to address and clarify these four major elements to provide specific objectives and criteria for measuring success. In addition to providing financial thresholds and triggers for the operator to meet, thresholds and requirements that are associated with a satisfactory golf course experience for the customers will be highlighted. This shift in perspective will require additional time to negotiate with AGC. As such, staff is requesting to extend the existing contract for eight months ending on February 28, 2025, should the current negotiations extend past the contract expiration date of June 30, 2024. If after two months into the extension, August 31, 2024, there is not an accord on the new agreement, staff will initiate a request for proposal (RFP) process to allow other operators and AGC (should they elect to do so) to submit proposals for the golf operations with the a new agreement date to begin on March 1, 2025.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

The Amendment to extend the Golf Management Agreement will constitute the Manager (AGC) to continue to manage and operate the golf course in accordance with the standards set forth in the current Agreement and the most recent approved Annual Plan and any approved amendments thereto. Therefore, the Golf Enterprise Fund will continue to support the golf operations per the existing City Council-approved budget and mid-year adjustments. The Proposed Budget for FY 2024-25, subject to the City Council's review and approval, includes sufficient funding for this amendment.

There is no impact to the General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on February 6, 2024.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Amendment to Golf Course Management Agreement
2. Original Agreement A-8157
3. February 6, 2024 staff report for Golf Course Management Agreement
4. Presentation

Second Amendment to Golf Management Agreement A-8157 and Additional Budget Appropriations

City Council
December 17, 2024

Steve Howlett, Assistant Director
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute a Second Amendment to the Golf Course Management Agreement with American Golf Corporation for a time extension only for an additional term of four months ending on June 30, 2025; and
2. The recognition of additional golf course revenues in the amount of $353,550 and appropriate an amount not to exceed $662,890 for FY 2024-25 additional expenses in the Golf Course Operating Fund (651).

BACKGROUND

- City owns the River Ridge Golf Club (“golf operations”), a municipal golf course under the supervision of the Public Works Department. The golf operations consist of two 18-hole golf courses that are currently operated under contract by American Golf Corporation (“AGC”).

- AGC was awarded the management agreement (“Agreement”) that began on July 1, 2019.

- On February 6, 2024, the City Council authorized staff to enter into negotiations with AGC for a new agreement to manage the River Ridge Golf Club operations.

- On June 4, 2024, the City Council authorized the First Amendment to the Golf Management Agreement with AGC for a time extension ending on February 28, 2025

DISCUSSION

Second Amendment for Time Extension Only

- Staff from Public Works is finalizing a new Agreement with AGC pursuant to prior direction from the City Council at the February 6, 2024, and June 4, 2024, City Council meetings

- Major deal points have been drafted and agreed upon by AGC, with only a few minor items to be completed

- Staff anticipates concluding the drafting of the new Agreement by January 2025 and will bring a separate action to the City Council for consideration of the new golf course operations agreement

DISCUSSION

- The negotiated draft of the new Agreement will be presented to the City Council in early 2025 for the new Agreement to begin on July 1, 2025.

- As noted in the February 6 and June 4, 2024 staff reports, authorizing the extension of the existing agreement with AGC, staff is proposing modifications to the compensation model which will be different than in the existing agreement.

DISCUSSION

- In addition to providing financial thresholds and triggers for the operator to meet, there are also thresholds and requirements that are associated with the golf course experience for the customers.

- In order to have a clean and separate accounting of revenues, expenditures, and incentives between the old agreement and the new proposed agreement, staff is recommending the extension of the existing agreement until the end of the current fiscal year.

DISCUSSION

- This will allow for:
  - Objectives/incentives in the current Agreement to be applied to the current thresholds and triggers
  - New Agreement objectives/incentives to be based upon a complete fiscal year's worth of data
  - Defined start/stop date for the Annual Plan; consistent with the approved Annual Plan of expenditures and revenue
  - Current and next fiscal year records to be complete fiscal years that coincide with the current and new agreements

DISCUSSION

Recognition and Appropriation of Additional Funds

- *Revenues*: FY 2024-25 Golf Fund revenues are projected at $6,500,000, up $353,550 from the original budget of $6,146,450.

- *Expenditures*: FY 2024-25 Golf Fund expenditures are projected at $5,800,000 million, up $662,890 from the original budget of $5,137,191. The main reason for the increase in expenses is the replacement of the cart bridge on hole #18 and the unplanned capital replacement of the irrigation controls and central computer which are one-time expenses.

FINANCIAL IMPACT

- Golf Management Agreement Second Amendment, to extend time only, will allow the Manager (AGC) to continue to manage and operate the golf course through the fiscal year in accordance with the standards set forth in the current Agreement and the most recently City-approved Annual Plan. Golf operations are funded by the Golf Enterprise Fund (651). The Adopted FY 2024-25 budget was set as the same as the Adopted FY 2023-24 budget.

- Due to the performance of the golf operation during the past six months, staff requests to recognize an increase of $353,550 in budgeted revenues and the appropriation of $662,890 for additional expenses for capital improvements.

- There is no impact to the General Fund.

QUESTIONS
ANSWERS